



TRANSPORTATION OF HOUSEHOLD GOODS IN INTERSTATE COMMERCE

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TITLE 49

TRANSPORTATION

SUBTITLE IV--INTERSTATE TRANSPORTATION

**PART B--MOTOR CARRIERS, WATER CARRIERS,
BROKERS, AND FREIGHT FORWARDERS**

In this part:

Board.--The term “Board” means the Surface Transportation Board. (49 USC § 13102(1))

Secretary.--The term “Secretary” means the Secretary of Transportation. (49 USC § 13102(17))

CHAPTER 135--JURISDICTION

SUBCHAPTER I--MOTOR CARRIER TRANSPORTATION

§ 13501. General jurisdiction

The Secretary and the Board have jurisdiction, as specified in this part, over transportation by motor carrier and the procurement of that transportation, to the extent that passengers, property, or both, are transported by motor carrier--

- (1) between a place in--
 - (A) a State and a place in another State;
 - (B) a State and another place in the same State through another State;
 - (C) the United States and a place in a territory or possession of the United States to the extent the transportation is in the United States;
 - (D) the United States and another place in the United States through a foreign country to the extent the transportation is in the United States; or
 - (E) the United States and a place in a foreign country to the extent the transportation is in the United States; and
- (2) in a reservation under the exclusive jurisdiction of the United States or on a public highway.

SUBCHAPTER III--FREIGHT FORWARDER SERVICE

§ 13531. General jurisdiction

(a) **In general.**--The Secretary and the Board have jurisdiction, as specified in this part, over service that a freight forwarder undertakes to provide, or is authorized or required under this part to provide, to the extent transportation is provided in the United States and is between--

- (1) a place in a State and a place in another State, even if part of the transportation is outside the United States;
- (2) a place in a State and another place in the same State through a place outside the State; or
- (3) a place in the United States and a place outside the United States.

(b) **Exemption of certain air carrier service.**--Neither the Secretary nor the Board has jurisdiction under subsection (a) of this section over service undertaken by a freight forwarder using transportation of an air carrier subject to Part A of subtitle VII of this title.

CHAPTER 137--RATES AND THROUGH ROUTES

§ 13701. Requirements for reasonable rates, classifications, through routes, rules, and practices for certain transportation.

(a) Reasonableness.--

- (1) **Certain household goods transportation; joint rates involving water transportation.**--A rate, classification, rule, or practice related to transportation or

service provided by a carrier subject to jurisdiction under Chapter 135 for transportation or service involving--

(A) a movement of household goods,

* * *

must be reasonable.

§ 13702. Tariff requirement for certain transportation

(a) **Ingeneral.**--Except when providing transportation for charitable purposes without charge, a carrier subject to jurisdiction under chapter 135 may provide transportation or service that is--

(1) in noncontiguous domestic trade, except with regard to bulk cargo, forest products, recycled metal scrap, waste paper, and paper waste; or

(2) for movement of household goods;

only if the rate for such transportation or service is contained in a tariff that is in effect under this section. The carrier may not charge or receive a different compensation for the transportation or service than the rate specified in the tariff, whether by returning a part of that rate to a person, giving a person a privilege, allowing the use of a facility that affects the value of that transportation or service, or another device. A rate contained in a tariff shall be stated in money of the United States.

* * *

(c) **Tariff requirements for household goods carriers.--**

(1) **Ingeneral.**--A carrier providing transportation described in subsection (a)(2) shall maintain rates and related rules and practices in a published tariff. The tariff must be available for inspection by the Board and be made available for inspection by shippers upon reasonable request.

(2) **Notice of availability.**--A carrier that maintains a tariff under this subsection may not enforce the provisions of the tariff unless the carrier has given notice that the tariff is available for inspection, in its bill of lading or by other actual notice to individuals whose shipments are subject to the tariff.

(3) **Requirements.**--A carrier that maintains a tariff under this subsection is bound by the tariff except as otherwise provided in this part. A tariff that does not comply with this subsection may not be enforced against any individual shipper.

(4) **Incorporation by reference.**--A carrier may incorporate by reference the rates, terms, and other conditions of a tariff in agreements covering the transportation of household goods.

(5) **Complaints.**--A complaint that a rate or related rule or practice maintained in a tariff under this subsection violates section 13701(a) may be submitted to the Board for resolution.

(d) **Invalidation.**--The Board may invalidate a tariff prepared by a carrier or carriers under this section if that tariff violates this section or a regulation of the Board carrying out this section. * * *

§ 13704. Household goods rates--estimates; guarantees of service

(a) In general.--

(1) Authority.--Subject to the provisions of paragraph (2) of this subsection, a motor carrier providing transportation of household goods subject to jurisdiction under subchapter I of chapter 135 may establish a rate for the transportation of household goods which is based on the carrier's written, binding estimate of charges for providing such transportation.

(2) Nonpreferential; nonpredatory.--Any rate established under this subsection must be available on a nonpreferential basis to shippers and must not result in charges to shippers which are predatory.

(b) Rates for guaranteed service.--

(1) Authority.--Subject to the provisions of paragraph (2) of this subsection, a motor carrier providing transportation of household goods subject to jurisdiction under subchapter I of chapter 135 may establish rates for the transportation of household goods which guarantee that the carrier will pick up and deliver such household goods at the times specified in the contract for such services and provide a penalty or per diem payment in the event the carrier fails to pick up or deliver such household goods at the specified time. The charges, if any, for such guarantee and penalty provision may vary to reflect one or more options available to meet a particular shipper's needs.

(2) Authority of Secretary to require nonguaranteed service rates.--Before a carrier may establish a rate for any service under paragraph (1) of this subsection, the Secretary may require such carrier to have in effect and keep in effect, during any period such rate is in effect under paragraph (1), a rate for such service which does not guarantee the pick up and delivery of household goods at the times specified in the contract for such services and which does not provide a penalty or per diem payment in the event the carrier fails to pick up or deliver household goods at the specified time.

CHAPTER 139--REGISTRATION

§ 13901. Requirement for registration

A person may provide transportation or service subject to jurisdiction under subchapter I or III of chapter 135 or be a broker for transportation subject to jurisdiction under subchapter I of that chapter, only if the person is registered under this chapter to provide the transportation or service.

§ 13902. Registration of motor carriers

(a) Motor carrier generally.--

(1) In general.--Except as provided in this section, the Secretary shall register a person to provide transportation subject to jurisdiction under subchapter I of chapter 135 of this title as a motor carrier if the Secretary finds that the person is willing and able to comply with--

(A) this part and the applicable regulations of the Secretary and the Board;

(B) any safety regulations imposed by the Secretary and the safety fitness requirements established by the Secretary under section 31144; and

(C) the minimum financial responsibility requirements established by the Secretary pursuant to sections 13906 and 31138.

* * *

§ 13903. Registration of freight forwarders

(a) **In general.**--The Secretary shall register a person to provide service subject to jurisdiction under subchapter III of chapter 135 as a freight forwarder if the Secretary finds that the person is fit, willing, and able to provide the service and to comply with this part and applicable regulations of the Secretary and the Board.

* * *

§ 13904. Registration of brokers

(a) **In general.**--The Secretary shall register, subject to section 13906(b), a person to be a broker for transportation of property subject to jurisdiction under subchapter I of chapter 135, if the Secretary finds that the person is fit, willing, and able to be a broker for transportation and to comply with this part and applicable regulations of the Secretary.

* * *

§ 13906. Security of motor carriers, brokers, and freight forwarders

(a) **Motor carrier requirements.**--

(1) **Liability insurance requirement.**--The Secretary may register a motor carrier under section 13902 only if the registrant files with the Secretary a bond, insurance policy, or other type of security approved by the Secretary, in an amount not less than such amount as the Secretary prescribes * * *. A registration remains in effect only as long as the registrant continues to satisfy the security requirements of this paragraph.

* * *

(3) **Transportation insurance.**--The Secretary may require a registered motor carrier to file with the Secretary a type of security sufficient to pay a shipper or consignee for damage to property of the shipper or consignee placed in the possession of the motor carrier as the result of transportation provided under this part. A carrier required by law to pay a shipper or consignee for loss, damage, or default for which a connecting motor carrier is responsible is subrogated, to the extent of the amount paid, to the rights of the shipper or consignee under any such security.

(b) **Broker requirements.**--The Secretary may register a person as a broker under section 13904 only if the person files with the Secretary a bond, insurance policy, or other type of security approved by the Secretary to ensure that the transportation for which a broker arranges is provided. The registration remains in effect only as long as the broker continues to satisfy the security requirements of this subsection.

(c) Freight forwarder requirements.--

(1) Liability insurance.--The Secretary may register a person as a freight forwarder under section 13903 of this title only if the person files with the Secretary a bond, insurance policy, or other type of security approved by the Secretary. * * *

(2) Freight forwarder insurance.--The Secretary may require a registered freight forwarder to file with the Secretary a bond, insurance policy, or other type of security approved by the Secretary sufficient to pay, not more than the amount of the security, for loss of, or damage to, property for which the freight forwarder provides service.

(3) Effective period.--The freight forwarder's registration remains in effect only as long as the freight forwarder continues to satisfy the security requirements of this subsection.

* * *

§ 13907. Household goods agents

(a) Carriers responsible for agents.--Each motor carrier providing transportation of household goods shall be responsible for all acts or omissions of any of its agents which relate to the performance of household goods transportation services (including accessorial or terminal services) and which are within the actual or apparent authority of the agent from the carrier or which are ratified by the carrier.

* * *

CHAPTER 141--OPERATIONS OF CARRIERS

SUBCHAPTER I--GENERAL REQUIREMENTS

§ 14101. Providing transportation and service

(a) On reasonable request.--A carrier providing transportation or service subject to jurisdiction under chapter 135 shall provide the transportation or service on reasonable request. In addition, a motor carrier shall provide safe and adequate service, equipment, and facilities.

* * *

§ 14104. Household goods carrier operations

(a) General regulatory authority.--

(1) Paperwork minimization.--The Secretary may issue regulations, including regulations protecting individual shippers, in order to carry out this part with respect to the transportation of household goods by motor carriers subject to jurisdiction under subchapter I of chapter 135. The regulations and paperwork required of motor carriers providing transportation of household goods shall be minimized to the maximum extent feasible consistent with the protection of individual shippers.

(2) Performance standards.--

(A) In general.--Regulations of the Secretary protecting individual shippers shall include, where appropriate, reasonable performance standards for the

transportation of household goods subject to jurisdiction under subchapter I of chapter 135.

(B) Factors to consider.--In establishing performance standards under this paragraph, the Secretary shall take into account at least the following--

- (i) the level of performance that can be achieved by a well-managed motor carrier transporting household goods;
- (ii) the degree of harm to individual shippers which could result from a violation of the regulation;
- (iii) the need to set the level of performance at a level sufficient to deter abuses which result in harm to consumers and violations of regulations;
- (iv) service requirements of the carriers;
- (v) the cost of compliance in relation to the consumer benefits to be achieved from such compliance; and
- (vi) the need to set the level of performance at a level designed to encourage carriers to offer service responsive to shipper needs.

(3) Limitations on statutory construction.--Nothing in this section shall be construed to limit the Secretary's authority to require reports from motor carriers providing transportation of household goods or to require such carriers to provide specified information to consumers concerning their past performance.

(b) Estimates.--

(1) Authority to provide without compensation.--Every motor carrier providing transportation of household goods subject to jurisdiction under subchapter I of chapter 135, upon request of a prospective shipper, may provide the shipper with an estimate of charges for transportation of household goods and for the proposed services. The Secretary shall not prohibit any such carrier from charging a prospective shipper for providing a written, binding estimate for the transportation and proposed services.

(2) Applicability of antitrust laws.--Any charge for an estimate of charges provided by a motor carrier to a shipper for transportation of household goods subject to jurisdiction under subchapter I of chapter 135 shall be subject to the antitrust laws, as defined in the first section of the Clayton Act (15 U.S.C. 12).

(c) Flexibility in weighing shipments.--The Secretary shall issue regulations that provide motor carriers providing transportation of household goods subject to jurisdiction under subchapter I of chapter 135 with the maximum possible flexibility in weighing shipments, consistent with assurance to the shipper of accurate weighing practices. The Secretary shall not prohibit such carriers from backweighing shipments or from basing their charges on the reweigh weights if the shipper observes both the tare and gross weighings (or, prior to such weighings, waives in writing the opportunity to observe such weighings) and such weighings are performed on the same scale.

CHAPTER 147--ENFORCEMENT; INVESTIGATIONS; RIGHTS; REMEDIES

* * *

§ 14704. Rights and remedies of persons injured by carriers or brokers

(a) In general.--

(1) **Enforcement of order.**--A person injured because a carrier or broker providing transportation or service subject to jurisdiction under chapter 135 does not obey an order of the Secretary or the Board, as applicable, under this part, except an order for the payment of money, may bring a civil action to enforce that order under this subsection. A person may bring a civil action for injunctive relief for violations of sections 14102 and 14103.

(2) **Damages for violations.**--A carrier or broker providing transportation or service subject to jurisdiction under chapter 135 is liable for damages sustained by a person as a result of an act or omission of that carrier or broker in violation of this part.

(b) **Liability and damages for exceeding tariff rate.**--A carrier providing transportation or service subject to jurisdiction under chapter 135 is liable to a person for amounts charged that exceed the applicable rate for transportation or service contained in a tariff in effect under section 13702.

* * *

§ 14705. Limitation on actions by and against carriers

(a) **In general.**--A carrier providing transportation or service subject to jurisdiction under chapter 135 must begin a civil action to recover charges for transportation or service provided by the carrier within 18 months after the claim accrues.

(b) **Overcharges.**--A person must begin a civil action to recover overcharges within 18 months after the claim accrues. If the claim is against a carrier providing transportation subject to jurisdiction under chapter 135 and an election to file a complaint with the Board or Secretary, as applicable, is made under section 14704(c)(1), the complaint must be filed within 3 years after the claim accrues.

(c) **Damages.**--A person must file a complaint with the Board or Secretary, as applicable, to recover damages under section 14704(b) within 2 years after the claim accrues.

(d) **Extensions.**--The limitation periods under subsection (b) of this section are extended for 6 months from the time written notice is given to the claimant by the carrier of disallowance of any part of the claim specified in the notice if a written claim is given to the carrier within those limitation periods. The limitation periods under subsections (b) and (c) of this section are extended for 90 days from the time the carrier begins a civil action under subsection (a) to recover charges related to the same transportation or service, or collects (without beginning a civil action under that subsection) the charge for that transportation or service if that action is begun or collection is made within the appropriate period.

(e) **Payment.**--A person must begin a civil action to enforce an order of the Board or Secretary against a carrier within 1 year after the date of the order.

* * *

(g) **Accrual date.**--A claim related to a shipment of property accrues under this section on delivery or tender of delivery by the carrier.

§ **14706. Liability of carriers under receipts and bills of lading**

(a) **General liability.**--

(1) **Motor carriers and freight forwarders.**--A carrier providing transportation or service subject to jurisdiction under subchapter I or III of chapter 135 shall issue a receipt or bill of lading for property it receives for transportation under this part. That carrier and any other carrier that delivers the property and is providing transportation or service * * * are liable to the person entitled to recover under the receipt or bill of lading. The liability imposed under this paragraph is for the actual loss or injury to the property * * *. Failure to issue a receipt or bill of lading does not affect the liability of a carrier. * * *

(2) **Freight forwarder.**--A freight forwarder is both the receiving and delivering carrier. * * *

* * *

(d) **Civil actions.**--

(1) **Against delivering carrier.**--A civil action under this section may be brought against a delivering carrier in a district court of the United States or in a State court. Trial, if the action is brought in a district court of the United States is in a judicial district, and if in a State court, is in a State through which the defendant carrier operates.

(2) **Against carrier responsible for loss.**--A civil action under this section may be brought against the carrier alleged to have caused the loss or damage, in the judicial district in which such loss or damage is alleged to have occurred.

(3) **Jurisdiction of courts.**--A civil action under this section may be brought in a United States district court or in a State court.

(4) **Judicial district defined.**--In this section, "judicial district" means--

(A) in the case of a United States district court, a judicial district of the United States; and

(B) in the case of a State court, the applicable geographic area over which such court exercises jurisdiction.

(e) **Minimum period for filing claims.**--

(1) **In general.**--A carrier may not provide by rule, contract, or otherwise, a period of less than 9 months for filing a claim against it under this section and a period of less than 2 years for bringing a civil action against it under this section. The period for bringing a civil action is computed from the date the carrier gives a person written notice that the carrier has disallowed any part of the claim specified in the notice.

(2) **Special rules.**--For the purposes of this subsection--

(A) an offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance; and

(B) communications received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing, informs the claimant that such part of the claim is disallowed, provides reason for such disallowance, and informs the claimant that the insurer is acting on behalf of the carrier.

(f) Limiting liability of household goods carriers to declared value.--A carrier or group of carriers subject to jurisdiction under subchapter I or III of chapter 135 may petition the Board to modify, eliminate, or establish rates for the transportation of household goods under which the liability of the carrier for that property is limited to a value established by written declaration of the shipper or by a written agreement.

* * *

§ 14707. Private enforcement of registration requirement

(a) In general.--If a person provides transportation by motor vehicle or service in clear violation of section 13901-13904 or 13906, a person injured by the transportation or service may bring a civil action to enforce any such section. In a civil action under this subsection, trial is in the judicial district in which the person who violated that section operates.

(b) Procedure.--A copy of the complaint in a civil action under subsection (a) shall be served on the Secretary and a certificate of service must appear in the complaint filed with the court. The Secretary may intervene in a civil action under subsection (a). The Secretary may notify the district court in which the action is pending that the Secretary intends to consider the matter that is the subject of the complaint in a proceeding before the Secretary. When that notice is filed, the court shall stay further action pending disposition of the proceeding before the Secretary.

(c) Attorney's fees.--In a civil action under subsection (a), the court may determine the amount of and award a reasonable attorney's fee to the prevailing party. That fee is in addition to costs allowable under the Federal Rules of Civil Procedure.

§ 14708. Dispute settlement program for household goods carriers

(a) Offering shippers arbitration.--As a condition of registration under section 13902 or 13903, a carrier providing transportation of household goods subject to jurisdiction under subchapter I or III of chapter 135 must agree to offer in accordance with this section to shippers of household goods arbitration as a means of settling disputes between such carriers and shippers of household goods concerning damage or loss to the household goods transported.

(b) Arbitration requirements.--

(1) Prevention of special advantage.--The arbitration that is offered must be designed to prevent a carrier from having any special advantage in any case in which

the claimant resides or does business at a place distant from the carrier's principal or other place of business.

(2) Notice of arbitration procedure.--The carrier must provide the shipper an adequate notice of the availability of neutral arbitration, including a concise easy-to-read, accurate summary of the arbitration procedure, any applicable costs, and disclosure of the legal effects of election to utilize arbitration. Such notice must be given to persons for whom household goods are to be transported by the carrier before such goods are tendered to the carrier for transportation.

(3) Provision of forms.--Upon request of a shipper, the carrier must promptly provide such forms and other information as are necessary for initiating an action to resolve a dispute under arbitration.

(4) Independence of arbitrator.--Each person authorized to arbitrate or otherwise settle disputes must be independent of the parties to the dispute and must be capable, as determined under such regulations as the Secretary may issue, to resolve such disputes fairly and expeditiously. The carrier must ensure that each person chosen to settle the disputes is authorized and able to obtain from the shipper or carrier any material and relevant information to the extent necessary to carry out a fair and expeditious decisionmaking process.

(5) Apportionment of costs.--No shipper may be charged more than half of the cost for instituting an arbitration proceeding that is brought under this section. In the decision, the arbitrator may determine which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of instituting the proceeding.

(6) Requests.--The carrier must not require the shipper to agree to utilize arbitration prior to the time that a dispute arises. If the dispute involves a claim for \$5,000 or less and the shipper requests arbitration, such arbitration shall be binding on the parties. If the dispute involves a claim for more than \$5,000 and the shipper requests arbitration, such arbitration shall be binding on the parties only if the carrier agrees to arbitration.

(7) Oral presentation of evidence.--The arbitrator may provide for an oral presentation of a dispute concerning transportation of household goods by a party to the dispute (or a party's representative), but such oral presentation may be made only if all parties to the dispute expressly agree to such presentation and the date, time, and location of such presentation.

(8) Deadline for decision.--The arbitrator must, as expeditiously as possible but at least within 60 days of receipt of written notification of the dispute, render a decision based on the information gathered; except that, in any case in which a party to the dispute fails to provide in a timely manner any information concerning such dispute which the person settling the dispute may reasonably require to resolve the dispute, the arbitrator may extend such 60-day period for a reasonable period of time. A decision resolving a dispute may include any remedies appropriate under the circumstances, including repair, replacement, refund, reimbursement for expenses, and compensation for damages.

(c) Limitation on use of materials.--Materials and information obtained in the course of a decision making process to settle a dispute by arbitration under this section may not be used to bring an action under section 14905.

(d) Attorney's fees to shippers.--In any court action to resolve a dispute between a shipper of household goods and a carrier providing transportation or service subject to jurisdiction under subchapter I or III of chapter 135 concerning the transportation of household goods by such carrier, the shipper shall be awarded reasonable attorney's fees if--

(1) the shipper submits a claim to the carrier within 120 days after the date the shipment is delivered or the date the delivery is scheduled, whichever is later;

(2) the shipper prevails in such court action; and

(3)(A) a decision resolving the dispute was not rendered through arbitration under this section within the period provided under subsection (b)(8) of this section or an extension of such period under such subsection; or

(B) the court proceeding is to enforce a decision rendered through arbitration under this section and is instituted after the period for performance under such decision has elapsed.

(e) Attorney's fees to carriers.--In any court to resolve a dispute between a shipper of household goods and a carrier providing transportation, or service subject to jurisdiction under subchapter I or III of chapter 135 concerning the transportation of household goods by such carrier, such carrier may be awarded reasonable attorney's fees by the court only if the shipper brought such action in bad faith--

(1) after resolution of such dispute through arbitration under this section; or

(2) after institution of an arbitration proceeding by the shipper to resolve such dispute under this section but before--

(A) the period provided under subsection (b)(8) for resolution of such dispute (including, if applicable, an extension of such period under such subsection) ends; and

(B) a decision resolving such dispute is rendered.

(f) Limitation of applicability to collect-on-delivery transportation.--The provisions of this section shall apply only in the case of collect-on-delivery transportation of household goods.

* * *

TITLE 49--TRANSPORTATION

CHAPTER III--FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

PART 375--TRANSPORTATION OF HOUSEHOLD GOODS IN INTERSTATE OR FOREIGN COMMERCE

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375.18	Preparation and filing of annual performance report.
375.19	Use of charge card plans.

AUTHORITY: 5 U.S.C. 553; 49 U.S.C. 13301 and 14104; 49 CFR 1.48.

SOURCE: 46 FR 16218, Mar. 11, 1981, unless otherwise noted. Redesignated at 61 FR 54707, Oct. 21, 1996.

§ 375.1 Applicability and definitions.

(a) The regulations in this part are applicable to the operations of motor carriers engaged in the transportation of household goods as defined in paragraph (b)(1) of this section in interstate or foreign commerce.

(b) *Definitions.* As used in this part:

(1) *Household Goods.* The term "household goods" means personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling and such other similar property as the Commission may provide by regulation; except that this definition shall not be construed to include property moving from a factory or store except such property as a householder has

purchased with intent to use in his dwelling and which is transported at the request of, and the transportation charges paid to the carrier by the householder. The regulations under this part do not apply to the transportation of property transportable under 49 U.S.C. 10102(10) (B) and (C).

(2) *Reasonable dispatch.* The term "reasonable dispatch" means the performance of transportation, excluding transportation provided under tariff provisions requiring guaranteed service dates, on the dates or during the period of time agreed upon by the carrier and the shipper and shown on the Order For Service/Bill of Lading, *Provided*, That the defenses of force majeure as construed by the courts shall not be denied the carrier.

(3) *Advertisement.* The term "advertisement" means any communication to the public in connection with an offer or sale of any interstate or foreign transportation service, but shall not be construed to include a listing of a carrier name, address, and telephone number in a telephone directory or similar publication.

(4) *Certified Scales.* As used in this part, a certified scale is any scale designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale properly inspected and certified.

(5) *Individual Shipper.* As used in this part, "individual shipper" refers to any person who is the consignor or consignee of a household goods shipment and is identified as such in the bill of lading contract and owns the goods being transported.

(6) *Commercial Shipper.* As used in this part, "commercial shipper" refers to (a) any person, excluding the federal government, who is named as the consignor and/or consignee in a bill of lading contract who is not the owner of the goods being transported but who assumes the responsibility for payment of the transportation and other tariff charges for the account of the beneficial owner of the goods, normally an employee of the consignor and/or consignee; or, (b) a freight forwarder which tenders a shipment to a carrier in furtherance of authorized or exempt freight forwarder operations.

(7) *Government Bill of Lading Shipper.* As used in this part, "government bill of lading shipper" refers to any person whose property is transported under the terms and conditions of a government bill of lading issued by any department or agency of the federal government to the carrier responsible for the transportation of the shipment.

(8) *Other terms.* Where any other terms used in the regulations in this part are defined in 49 U.S.C. 10102, such

definitions shall be controlling. Where terms are used in this part which are neither defined herein nor in 49 U.S.C. 10102, they shall have the ordinary practical meaning of such terms.

[46 FR 16218, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981]

§ 375.2 Information for shippers.

(a) Prior to the execution of an order for service of a shipment of household goods, as defined in Sec. 375.1(b)(1), every motor common carrier holding out to perform the service shall cause to be furnished to the prospective individual shipper the following publications.

(1) Publication OCE-100, *Your Rights and Responsibilities When You Move*.

(2) A concise, easy-to-read, accurate summary of any dispute settlement program in which the carrier participates, as provided in 49 U.S.C. 14708 and approved by the Commission.

(3) A copy of Form OCE-101, *Annual Performance Report*, most recently filed with the Commission, as prescribed in § 375.18, if the carrier is required to complete part B of that form.

(4) A written description of the customer complaint and inquiry handling procedures established and maintained by the carrier. Included in this description shall be a telephone number which the shipper may use to communicate with the carrier, accompanied by a clear and concise statement concerning who shall pay for such calls.

(b) *General Requirements:* (1) The text and format of the publication shall not be changed without the written approval of the Director, Office of Compliance and Enforcement, Interstate Commerce Commission.

(2) The Director, Office of Compliance and Enforcement, Interstate Commerce Commission, shall, within 30 days following the effective date of a decision of the Interstate Commerce Commission changing any rule or regulation published at 49 CFR part 375, cause to be published in the FEDERAL REGISTER a notice of amendment to Publication OCE-100 reflecting such change or changes.

(3) The dimensions of the publication shall be optional, *Provided, however,* The product of multiplying the length by the width shall be not less than 36 square inches.

(4) The color and design of the front and back cover of the publication shall be optional. *Provided,* the only words printed or appearing on the front cover shall be "*Your Rights and Responsibilities When You Move.*"

[46 FR 16218, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981, as amended at 59 FR 2305, Jan. 14, 1994; 59 FR 34392, July 5, 1994; 62 FR 49940, 49941, Sept. 24, 1997]

§ 375.3 Estimates of charges.

(a) *Binding estimates.* Motor common carriers engaged in the transportation of household goods as defined in Sec. 375.1(b)(1) may provide in their tariffs for the preparation and furnishing to shippers of binding estimates of the costs which the shippers will be required to pay for the services included in the estimates. Binding estimates must be furnished in writing to the shipper or other person responsible for payment of the freight charges and

a copy of each such estimate must be retained by the carrier as an addendum to the bill of lading. All such estimates shall have clearly indicated on its face that the estimate is binding on the carrier and that the charges shown are the charges which will be assessed for the services identified in the estimate. Binding estimates must clearly describe the shipment and all services to be provided.

(b) *Non-binding estimates.* Motor common carriers engaged in the transportation of household goods as defined in Sec. 375.1(b)(1) may provide estimates of the approximate costs which will be assessed for the transportation of such shipments. Non-binding estimates shall be reasonably accurate. Estimates of approximate costs shall not be binding on the carriers providing such estimates. The final charges on shipments moved on non-binding estimates shall be those appearing in the carriers' tariffs applicable to the transportation. Non-binding estimates must be furnished without charge and in writing to the shipper or other person responsible for payment of the freight charges and a copy of each such estimate must be retained by the carrier as an addendum to the bill of lading. All such estimates shall have clearly indicated on the face thereof that the estimate is not binding on the carrier and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. Non-binding estimates must clearly describe the shipment and all services to be provided.

(c) *Estimated charges required to be entered on the order for service and bill of lading.* Motor common carriers furnishing non-binding estimates shall enter the estimated charges on the order for service, if an order for service is required, and on the bill of lading.

(d) *Maximum charges required to be paid at time of delivery on collect on delivery shipments subject to non-binding estimates of approximate costs.* At time of delivery of a collect on delivery shipment, except when such shipment is delivered to a warehouse for storage at the request of the shipper, on which a non-binding estimate of the approximate costs has been furnished by the carrier under the provisions of paragraph (b), the shipper may request delivery of the shipment upon payment, in a form acceptable to the carrier, of an amount not exceeding 110 percent of the estimated charges. The carrier shall, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110 percent of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of 30 days following the date of delivery.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.4 Final charges on shipments subject to minimum weight or volume provisions.

(a) Motor common carriers engaged in the transportation of household goods, as defined in Sec. 375.1(b)(1), providing service for individual shippers on rates based on the transportation of a minimum weight or volume, must indicate on the order for service the minimum weight or volume-based rates, and the the minimum charges applicable to the shipment.

(b) Failure to comply with the requirements of paragraph (a) shall require, and the governing tariff shall contain, a rule providing that the final charges relating to such a shipment be computed based on the actual weight or volume of the shipment.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.5 Order for service.

(a) *Order for service required.* Every motor common carrier shall, prior to the receipt of a shipment of household goods as defined in Sec. 375.1(b)(1) to be moved for an individual shipper, prepare an order for service which contains the following minimum information:

(1) Name and address and ICC docket number of carrier who is responsible for performing the service.

(2) Shipper's name, address and, if available, telephone number.

(3) Name, address and telephone number of the delivering carrier's office or agent located at or nearest to the destination of the shipment.

(4) A telephone number at which the shipper/consignee may contact the carrier or its designated agent.

(5) Agreed pickup date and agreed delivery date, or the agreed period or periods of time within which pickup, delivery, or the entire move, will be accomplished. If the shipment is to be transported on a guaranteed service basis, the guaranteed dates or periods of time for pickup, transportation and delivery and any penalty or per diem requirements of the agreement shall be entered under this item.

(6) Complete description of any special or accessorial services ordered; and minimum weight or volume charges applicable to the shipment.

(7) Any identification or registration number assigned the shipment by the carrier.

(8) Amount of estimated non-binding charges; method of payment of total charges; and, maximum amount required to be paid at time of delivery to obtain possession of the shipment or, the amount of charges required to be paid based on a binding estimate and the terms of payment under that estimate.

(9) Whether the shipper requests notification of the charges prior to delivery and the telephone number or address at which such communications will be received.

(10) *Signatures required.* The order for service shall be signed by the shipper who is ordering the service, and by the carrier or its agent. A copy of the order for service shall be dated and furnished the shipper at the time it is executed.

(b) *Amendments to an order for service.* Prior to loading an order for service may be amended by agreement of both parties.

[46 FR 16219, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981, as amended at 62 FR 49941, Sept. 24, 1997]

§ 375.6 Receipt or bill of lading.

(a) *Issuance of a receipt or bill of lading.* Every motor common carrier engaged in the transportation of household

goods as defined in Sec. 375.1(b)(1) shall issue a receipt or bill of lading. The bill of lading shall contain the minimum information required by Sec. 375.6(b) and the terms and conditions of the contract. The carrier shall furnish a complete copy of the bill of lading to the shipper prior to the commencement of the loading of a shipment.

(b) *Minimum information required on a receipt or bill of lading.* Whenever a receipt or bill of lading is issued in compliance with paragraph (a), the carrier shall cause to be included therein the following minimum information:

(1) The name and address of the motor carrier issuing the receipt or bill of lading.

(2) The names and addresses of any other motor carriers, when known, which will participate, through interline, in the transportation of the shipment.

(3) The name, address and telephone number of the office of the carrier that should be contacted in relation to the transportation of shipments.

(4) When the transportation is to be performed on a collect on delivery basis, the name, address and, if furnished, the telephone number of a person to whom notification provided for in Sec. 375.9(b) shall be given.

(5) When the transportation is to be performed for an individual shipper, and except when the transportation is to be performed subject to tariff provisions providing for guaranteed service dates, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment. The agreed dates or periods of time for pickup and delivery entered on the receipt or bill of lading shall conform to the agreed dates or periods of time for pickup and delivery entered on the order for service or a proper amendment to the order for service.

(6) When the transportation is to be performed subject to tariff provisions providing for guaranteed pickup, transportation and delivery service, the dates for pickup and delivery and any penalty or per diem entitlements due the shipper under the agreement.

(7) The actual date of pickup.

(8) The company or carrier identification number of the vehicle on which the shipment is loaded.

(9) The terms and conditions for payment of the total charges including notice of any minimum charges.

(10) When the transportation is to be performed on a collect on delivery basis and if a pre-move estimate of the charges is provided to the shipper, the maximum amount required to be paid at the time of delivery to obtain delivery of the shipment.

(11) The required released rates valuation statement.

(12) Evidence of any insurance coverage sold to or procured for the shipper, including the amount of the premium for such insurance.

(c) *Copy of receipt or bill of lading to accompany shipment.* A copy of the receipt or bill of lading shall accompany a shipment at all times while in the possession of a carrier. When the shipment is loaded on a vehicle for transportation the receipt or bill of lading shall be in possession of the driver responsible for the shipment.

[46 FR 16219, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981, as amended at 50 FR 37534, Sept. 16, 1985; 62 FR 49941, Sept. 24, 1997]

§ 375.7 Determination of weights.

(a) Every motor common carrier transporting household goods on a non-binding estimate shall determine the weight of each shipment transported prior to the assessment of any charges dependent on the shipment weight. Except as otherwise provided herein the weight shall be obtained on a scale meeting the definition of a certified scale as provided in Sec. 375.1(b)(4).

(1) *Weighing procedure.* Except as otherwise provided herein the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of the same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.

(2) At the time of both weighings the vehicle shall have installed or loaded all pads, dollies, handtrucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.

(3) The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.

(4) The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

(5) Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.

(6) The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipment loaded therein.

(7) The shipper or any other person responsible for the payment of the freight charges shall have the right to observe all weighings of the shipment. The carrier must advise the shipper or any other person entitled to observe the weighings of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighings. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.

(b) *Weight tickets.* The carrier shall obtain a separate weight ticket for each weighing required under this section except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

- (1) The complete name and location of the scale.
- (2) The date of each weighing.
- (3) Identification of the weight entries thereon as being the tare, gross and/or net weights.
- (4) The company or carrier identification of the vehicle.
- (5) The last name of the shipper as it appears on the Bill of Lading.
- (6) The carrier's shipment registration or Bill of Lading number.
- (7) The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the carrier as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

(c) *Reweighing of shipments.* Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. The charges shall be based on the reweigh weight.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.8 Reasonable dispatch.

(a) Unless accepted for transportation on the basis of guaranteed pickup and delivery dates:

(1) *Reasonable dispatch required.* Each motor common carrier accepting shipments of household goods as defined in Sec. 375.1(b)(1) for transportation for the account of individual shippers shall cause such shipments to be transported with reasonable dispatch as defined in Sec. 375.1(b)(2).

(2) *Notification of delay in providing service with reasonable dispatch.* Whenever a carrier is unable to perform either or both the pickup and delivery of a shipment on the dates or during the periods of time specified in the order for service, the carrier shall notify the shipper by telephone, telegram or in person, at the carrier's expense, of the delay. Such notification shall be given as soon as it becomes apparent to the carrier that it will be unable to provide the service in compliance with the terms of the order for service.

(3) *Carrier notification of delay.* At the time of notification of delay the carrier shall advise the shipper of the dates or periods of time that pickup and/or delivery can be made, which considers the needs of the shipper. If the notification of delay occurs prior to the pickup of the shipment, the amendment shall be in writing as required by Sec. 375.5(b). If the notification of delay occurs subsequent to the pickup of the shipment, the carrier representative notifying the shipper of the delay shall prepare a written record of the date, time and manner of notification and the amended date or period of time for delivery by the carrier which record shall be retained by the carrier as part of its file on the shipment and a true copy thereof shall be furnished, by first class mail or in person, to the shipper.

(b) *Tendering for delivery.* Except upon the request or concurrence of the shipper, a shipment being transported for an individual shipper shall not be tendered for delivery prior to the

agreed delivery date or period of time specified on the bill of lading: Provided, That whenever a carrier is able to tender such a shipment for final delivery more than 24 hours prior to such specified date or the first day of such specified period of time, and the shipper has not requested or concurred in such early delivery, the carrier may, at its option, place the shipment in storage for its own account and at its own expense in a warehouse located in proximity to the destination of the shipment. Whenever a carrier shall exercise such option it shall immediately notify the shipper of the name and address of the warehouse in which the shipment has been placed, and shall make and keep a record of such notification as a part of its record of shipment. The carrier's responsibility for the shipment under the terms and conditions of the bill of lading and its responsibility for the charges for redelivery, handling and storage thereof shall continue until final delivery: *Provided*, that the carrier's responsibility under the bill of lading shall not extend beyond the agreed delivery date or the first day of the period within which delivery was to have been accomplished as specified in the bill of lading.

[46 FR 16220, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981, as amended at 62 FR 49941, Sept. 24, 1997]

§ 375.9 Notification of charges.

(a) Whenever an individual shipper of a shipment being transported on a collect on delivery basis specifically requests notification of the actual weight or volume and charges on a shipment, and supplies the carrier with an address or telephone number at which the communication will be received, the carrier shall comply with such request upon determining the actual weight and charges. Such notification shall be made by telephone, telegram, or in person.

(b) Whenever a shipper requests notification of the weight or volume and charges on a shipment as provided in paragraph (a), the notification must be received by the shipper, at least one full 24-hour day, excluding Saturdays, Sundays and legal holidays, prior to any tender of the shipment for delivery. The 24-hour notification requirement shall not apply on a shipment to be backweighed or on a shipment which, with the agreement of the shipper, is to be picked up and delivered within a time period encompassing two consecutive week days, or on a shipment on which the charges have been estimated and the maximum amount required to be paid at time of delivery is 110 percent of the estimated charges.

§ 375.10 Signed receipt for shipment-release prohibited.

A shipping document to be signed by the consignee at time of delivery shall not contain any language which purports to release or discharge the carrier or its agents from liability, but may contain a statement that the property has been received in apparent good condition except as noted on the shipping documents.

§ 375.11 Selling of insurance to shippers.

(a) When a shipment is released for transportation at a value not exceeding 60 cents per pound per article, and the shipper does not declare a valuation of \$1.25 or more per pound and pay or agree to pay the carrier for assuming liability for the shipment equal to the declared value, any common carrier of household goods as defined in Sec. 375.1(b)(1), or any employee, agent, or representative thereof, may sell, or offer to sell or procure for any shipper, any kind of insurance, under any type of policy, covering loss or damage in excess of the specified carrier liability to a shipment or shipments of household goods to be transported in interstate or foreign commerce by such carrier; *Provided*, that the shipper is issued a policy or other appropriate evidence of the insurance purchased, and a copy thereof be furnished to the shipper at the time the insurance is sold or procured. Carrier issued policies shall be written in plain English and shall clearly specify the nature and extent of coverage. Failure to issue a policy or other appropriate evidence of insurance purchased shall subject the carrier to full liability for any claims to recover for loss or damage attributed to the carrier.

(b) Any carrier offering or selling or procuring insurance as provided in paragraph (a) of this section shall provide in its tariff for the provision of such service. The tariff shall also provide for the base transportation charge to include assumption by the carrier for full liability for the value of the shipment in the event a policy or other appropriate evidence of the insurance purchased by the shipper is not issued to the shipper at the time of purchase.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996, as amended at 62 FR 49941, Sept. 24, 1997]

§ 375.12 Liability of carriers.

(a) *Liability restricted.* Except as provided in Sec. 375.11(a), common carriers by motor vehicle of household goods as defined in Sec. 375.1(b)(1) shall not assume any liability in excess of that for which they are legally liable under their lawful bills of lading and published tariffs.

(b) *Limitations of liability.* A common carrier by motor vehicle of household goods shall be liable for loss of or damage to any articles caused by it while being transported or while being held for storage-in-transit, including incidental pickup or delivery, and including liability for loss or damage to any article or appliance resulting from the servicing of such article or appliance by a third person engaged by the carrier to perform such service, to the extent provided in the outstanding released rates order; except that the carrier may exempt its liability in the following instances:

(1) No liability need be assumed for perishable articles included in the shipment without the knowledge of the carrier; and a carrier accepting for shipment perishable articles may impose reasonable conditions necessary to insure the safe transportation of such commodities.

(2) When a shipment is released to a value greater than sixty cents (60 cents) per pound, per article, liability for loss or damage may be limited to \$100 per pound, per article (based upon the actual article weight), for any article included in the shipment that exceeds \$100 per pound, per article in value,

unless the shipper specifically notifies the carrier in writing that an identified article or articles with a value greater than \$100 per pound will be included in the shipment. In

such case, the shipper will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.

(c) *Storage-in-transit.* A common carrier by motor vehicle of household goods holding goods for storage-in-transit (S.I.T.) shall, no less than 10 days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in the carrier's tariff for storage-in-transit, notify the shipper in writing (1) of the date of conversion to permanent storage, (2) of the existence of a nine-month period subsequent to the date of conversion to permanent storage during which shipper may file claims against the carrier for loss and/or damage which occurred to the goods in transit or during the S.I.T. period, and, (3) of the fact that on the date of conversion, the liability of the carrier shall terminate and the property shall be subject to the rules, regulations, and charges of the warehouseman. Notification shall be by certified mail, return receipt requested. A common carrier by motor vehicle of household goods holding goods for storage-in-transit for a period of time less than 10 days shall, no less than one day prior to the expiration of the specified time during which the goods are to be held in such storage, give notification to the shipper of the information specified in paragraph (d) (1), (2), and (3) and maintain a record thereof as part of its record of the shipment. Failure or refusal of a carrier to notify the shipper in accordance with the foregoing shall automatically effect a continuance of carrier liability pursuant to the applicable tariff provisions with respect to S.I.T., until the end of the day following the date upon which notice is given.

[46 FR 16218, Mar. 11, 1981, as amended at 55 FR 18729, May 9, 1990; 55 FR 30235, July 25, 1990; 62 FR 49941, Sept. 24, 1997]

§ 375.13 Complaint and inquiry handling.

(a) Motor common carriers engaged in the transportation of household goods as defined in Sec. 375.1(a) shall establish and maintain a procedure for responding to complaints and inquiries from shippers for which such transportation is provided. The procedure shall include a means whereby shippers may communicate with the principal office of the carrier by telephone.

(b) The carrier shall retain and make part of the file relating to a shipment a written record of all complaints and inquiries received from a shipper by any means of communication.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.14 Agency agreements.

(a) Household Goods Agents are defined as follows:

(1) Prime agents are defined as all agents who are permitted or required under the terms of any agreement or arrangement with a principal carrier to provide any transportation service for

or on behalf of the principal carrier, including the selling of or arranging for any transportation service, and who perform such services on other than an emergency or temporary basis.

(2) Military agents are defined as all agents who are permitted or required under the terms of any agreement or arrangement with a principal carrier to provide origin and/or destination services only on shipments transported on Government bills of lading issued by the Department of Defense, and who perform such services on other than an emergency or temporary basis.

(3) Temporary agents are defined as all agents who are permitted or required under the terms of any agreement or arrangement with a principal carrier to provide origin and/or destination services on behalf of the principal carrier, excluding the selling of or arranging for any transportation service, and who perform such services on an emergency or temporary basis.

(b) Agreements between principal carriers and their prime or military agents must be reduced to writing and signed by the principal and the retained agent, and copies of any such agreements must be in the files of the principal carrier for a period of not less than 24 months following the date of termination of each agreement.

[46 FR 16222, Mar. 11, 1981; 46 FR 22594, Apr. 20, 1981]

§ 375.15 Collection of freight charges on household goods shipments involving loss or destruction in transit.

(a) No motor common carrier of household goods in interstate or foreign commerce shall collect, or shall require a shipper thereof to pay, any published freight charges (including any charges for accessorial or terminal services) when that shipment is totally lost or destroyed in transit. The provisions of this subsection shall apply only to the transportation of household goods as defined in Sec. 375.1(b)(1) of these rules. Notwithstanding any other provisions of this subsection, a carrier shall collect, and the shipper shall be required to pay, any specific valuation charge that may be due. This subsection shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.

(b) In the event that any portion, but less than all, of a shipment of household goods is lost or destroyed in transit, a motor common carrier of household goods in interstate or foreign commerce shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment as provided in part 370 of this chapter, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the carrier shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in Sec. 375.1(b)(1) of these rules. Notwithstanding any other provisions of this

paragraph, a carrier shall collect, and the shipper shall be required to pay, that proportion of any charges for accessorial or terminal services rendered which corresponds to the proportion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Carriers shall determine, at their own expense, the proportion of the shipment not lost or destroyed in transit.

(c) The rights provided by this section are in addition to, and not in lieu of, any other rights which the shipper may have with respect to a shipment of household goods which is lost or destroyed, or partially lost or destroyed, in transit, whether or not that shipper has exercised the rights provided in paragraphs (a) and (b) of this section.

[46 FR 16218, Mar. 11, 1981, as amended at 54 FR 36981, Sept. 6, 1989; 62 FR 49941, Sept. 24, 1997]

§ 375.16 Collection of freight charges on shipments transported on more than one vehicle.

(a) Whenever a collect on delivery shipment of household goods, as defined in Sec. 375.1(b)(1), is transported on more than one vehicle the carrier delivering such split or divided shipment shall observe the requirements of paragraphs (a)(1), (2) or (3) of this section in the collection of the charges.

(1) At the option of the carrier, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle may be deferred until all portions of the shipment are delivered; or,

(2) Providing that the charges for the entire shipment have been determined, the carrier may collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment tendered for delivery; or,

(3) In the event that the charges due the carrier for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, the carrier shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by the carrier for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.

(b) In the event of the loss or destruction of any part of a shipment being transported on more than one vehicle, the collection of charges as provided in paragraph (a) of this section shall also be in conformity with the requirements of Sec. 375.15.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.17 Advertising by motor common carriers of household goods.

(a) Every motor common carrier engaged in the transportation of household goods in interstate or foreign commerce, including any carriers providing any accessorial service incidental to or part of such interstate or foreign

transportation, shall include, and shall require each of its agents to include, in every advertisement as defined in Sec. 375.1(b)(3), the name or trade name of the motor carrier under whose operating authority the advertised service will originate, and the certificate or docket number assigned to such operating authority by the Interstate Commerce Commission.

(b) Such certificate or docket number shall be in the following form in every advertisement: "I.C.C. No. _____" but shall not include any sub numbers which may have been assigned.

(c) No motor common carrier engaged in the transportation of household goods, as defined in Sec. 375.1(b)(1), or any agent or other representative of such a carrier, shall publish or cause to be published or use any advertisement as defined in Sec. 375.1(b)(3), which is false, misleading or deceptive.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

§ 375.18 Preparation and filing of annual performance report.

(a) Filing requirement. Each motor common carrier for household goods as defined in Sec. 375.1(b) that delivers interstate shipments to individual C.O.D. shippers, during any calendar year shall, on or before March 31 of the following year, file with the Office of Compliance and Enforcement, Interstate Commerce Commission, Washington, DC 20423-0001, a report of the service performed during the report year. The report shall be submitted on Form OCE-101, and its accuracy must be verified by an official of the carrier. All carriers must complete part A of Form OCE-101, and those carriers transporting 100 or more shipments also must complete part B.

(b) Prescribed Annual Performance Report Form OCE-101.

Interstate Commerce Commission

Office of Compliance and Enforcement

Annual Performance Report for Year Ended December 31, 19__

Carrier's Name _____

Carrier's Address _____

ICC Number _____

Part A

During the year, the total number of household goods shipments (1st proviso) delivered for each type of shipper was:

1. C.O.D. shipments delivered under your common carrier authority (excluding all Government, Freight Forwarder, and Interline shipments)..... _____
2. All other 1st proviso shipments (including all Government, Freight Forwarder, and Interline shipments)..... _____
3. Total of Lines 1 and 2 (NOTE: Total must agree with total 1st proviso

shipments reported in your ICC Annual Report, Schedule 600, Line 7, Column d, if you are required to file that report)..... _____

Carrier's Oath (Must be Completed by a Carrier Official)

I, (name and title of company official), verify under penalty of perjury, under the laws of the United States of America, that all information supplied on this form or relative to the data contained in the form is, to the best of my knowledge and belief, true, correct and complete, based on all the information required to be included therein, of which I have any knowledge, and these representations are made in good faith. Further, I certify that I am qualified and authorized to certify the accuracy of the data. I know that willful misstatements or omission of material facts constitutes Federal crime violations punishable under 18 U.S.C. 1001 by imprisonment up to 5 years and fines up to \$10,000 for each offense.

◆ _____
Signature

◆ _____
Title

◆ _____
Date

(c) Instructions for Preparation of Annual Performance Report, Form OCE-101.

Instructions for Preparation

General Instructions

1. Data for completion of Form OCE-101 may be obtained by random sampling providing that in every instance, the universe sampled is all shipments delivered under your common carrier authority (excluding Government, Freight forwarder, and Interline traffic) during the report year or all claims arising out of the transportation of those shipments that were received or settled, as appropriate, during the report year.

2. When random sampling is used, the minimum sample size in every instance shall be 400 shipments or claims, as appropriate, in replicates of 100 shipments or claims each. All samples must conform to standard deviation with a 95% confidence level.

3. Carriers submitting Form OCE-101 shall retain and make available for review by an authorized Commission employee all working papers, notes, and other files relating to the preparation of each report for a period of not less than 24 months following the date of filing such a report.

4. The data in Form OCE-101 must be verified by a sworn statement signed by an official of the company.

Specific Instructions

Part A

Line 1: Only report those 1st proviso C.O.D. shipments moved under your common carrier authority after excluding all Government, Freight forwarder and Interline traffic.

Part B

Complete part B only if the C.O.D. delivered shipments reported in part A, Line 1, equals or exceeds 100 shipments. The questions and answers below deal only with the shipments reported in part A, Line 1.

- 4. Number of C.O.D. shipments where the order for service was based upon a written binding estimate (included are so-called hybrid estimates such as Guaranteed Price and Price Protection)..... _____
- 5. Number of C.O.D. shipments where the charges were based on a written non-binding estimate..... _____
- 6. Number of C.O.D. shipments where the charges were based on other than a written binding or non-binding estimate..... _____
- 7. Total of Lines 4, 5, and 6 (NOTE: Total should equal the shipment count reported in part A, Line 1)..... _____
- 8. Percentage of shipments delivered where the final charges exceeded the initial written binding estimate..... _____
- 9. Percentage of shipments delivered where the final charges exceeded the initial written non-binding estimate by 10% or more..... _____
- 10. Percentage of shipments that were picked up after the last date for pickup listed on the order for service or bill of lading..... _____
- 11. Percentage of shipments that were delivered after the last date of delivery specified on the order for service or bill of lading..... _____
- 12. Percentage of shipments delivered where there was a claim filed (in excess of \$200) for property damage or loss..... _____
- 13. Percentage of shipments delivered where there was a claim filed (in excess of \$200) for damages resulting from late pickup or delivery..... _____
- 14. Average number of days required to settle a claim (in excess of \$200)..... _____
- 15. Percentage of claims (in excess of \$200) that were resolved through the use of an arbitration program..... _____
- 16. Percentage of claims (in excess of \$200) that were resolved after the carrier received a legal notice of a lawsuit filed by the shipper..... _____

- Line 2: Report all other 1st proviso shipments, including those moving under contract carriage provisions and all Government, Freight forwarder and Interline traffic.
- Line 3: Sum lines 1 and 2. The total should agree with total 1st proviso shipments reported in your ICC Annual Report, Schedule 600, Line 7, Column d, if you are required to file that report.

Part B

It is not necessary to complete Part B if the total of C.O.D. shipments reported on Part A, Line 1, did not equal or exceed 100 shipments. If completion of Part B is not required, sign the Certification and return the form to the Interstate Commerce Commission.

- Line 4: Report only those C.O.D. shipments where the order for service was signed after the receipt of a written binding estimate. Include in this computation all so-called hybrid estimates (e.g., Guaranteed Price and Price Protection options).
- Line 5: Report the total number of C.O.D. shipments where the order for service was signed after the receipt of a written non-binding estimate. In the case of non-binding estimates, the actual charges are determined after the shipment has been picked up and weighed.
- Line 6: Report only those C.O.D. shipments where there was no requirement for the preparation of a binding or non-binding written estimate by the carrier. As with non-binding estimates, the charges here are determined after the shipment has been picked up and weighed.
- Line 7: Sum of Lines 4, 5, and 6. The number of shipments reported on Line 7 should be the same as those reported in Part A, Line 1.

Computation of Percentages or Averages

You must determine the number of shipments falling into each of the categories described in Lines 8 and 9, respectively, and divide these shipments by the number of shipments reported on Lines 4 and 5, respectively.

You must determine the number of shipments falling into each of the categories described in Lines 10 through 16 and divide these shipments by the number of shipments reported on Line 7. (Exception: Line 13 is an average, not a percentage.)

- Line 8: Compute the percentage of those shipments delivered where the final charges exceeded the written estimate initially provided to the shipper because of changes agreed to by the carrier and shipper in commodities transported and services provided.
- Line 9: Compute the percentage of those shipments delivered under a non-binding written estimate where the final charges exceeded the written estimate provided to the shipper by 10% or more. The 10% figure is used because every C.O.D. shipper is required to have available 110% of the estimate at the time of delivery.

- Line 10: Compute the percentage of those shipments where the actual pickup date occurred after the last date for pickup promised on the order for service or bill of lading.
- Line 11: Compute the percentage of those shipments where the actual delivery date occurred after the last date for delivery promised on the order for service or bill of lading.
- Line 12: Compute the percentage of those shipments where there was a claim filed within 60 days of the actual date of delivery to the residence. Only count those claims where the dollar value of the amount claimed by the shipper exceeded \$200 and resulted from property damaged or lost. This excludes claims for late pickups and deliveries which are reported on line 13.
- Line 13: Compute the percentage of those shipments where there was a claim filed within 60 days of the actual date of delivery to the residence. Only count those claims where the dollar value of the amount claimed by the shipper exceeded \$200 and resulted from a late pickup or delivery. Late pickups and deliveries are defined in Instructions 10 and 11.
- Line 14: Enter the average number of days required to pay, decline, or make a firm compromise offer of settlement of all claims exceeding \$200 during the report year. For the purpose of this report, a claim shall be considered to be a "claim filed" if it meets the criteria set forth in Lines 11 and 12, and shall be considered as paid, declined, or compromised on the date on which a written offer is mailed or delivered in person to a claimant.
- Line 15: Compute the percentage of the claims exceeding \$200 arising out of the transportation of shipments which were resolved during the report year through the use of a dispute resolution or arbitration procedure maintained or participated in by the carrier.
- Line 16: Compute the percentage of the claims exceeding \$200 arising out of the transportation of shipments which were resolved during the report year as a result of legal notice of suit to recover being filed by the shipper.

[59 FR 2305, Jan. 14, 1994, as amended at 59 FR 34392, July 5, 1994; 62 FR 49941, Sept. 24, 1997]

§ 375.19 Use of charge card plans.

Motor common carriers of household goods, as defined in 49 CFR 375.1(b)(1), may provide in their tariffs for the acceptance of charge cards for the payment of freight charges whenever shipments are transported under agreements and tariffs requiring payment by cash, certified check or money order. Payment by charge card shall be considered the same as payment by cash, certified check or money order. Any tariff rule or item permitting the acceptance of charge cards shall identify the charge card plans participated in by the carrier.

[46 FR 16218, Mar. 11, 1981. Redesignated at 61 FR 54707, Oct. 21, 1996; 62 FR 49941, Sept. 24, 1997]

YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE

Prepared By: The Federal Motor Carrier Safety Administration (FMCSA)
Furnished: BY YOUR MOVER

OCE-100

TARIFF INSPECTION AND INCORPORATION NOTICE

Federal law requires that movers advise shippers that they may inspect the tariffs that govern your shipment. Carriers' tariffs, by this reference, are made a part of the contract of carriage (bill of lading) between you and the carrier and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing your shipment, the terms of which cannot be varied.

Incorporated tariff provisions include but are not limited to those: (1.) establishing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of the bill of lading; (2.) setting the time periods for filing claims, the principal features of which are described in Section 6 of the bill of lading; and, (3.) reserving the carrier's right to assess additional charges for additional services performed and, on non-binding estimates, to base charges upon the exact weight of the goods transported.

INTRODUCTION

The Federal Motor Carrier Safety Administration (FMCSA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers (movers).

The mover gives you this pamphlet to provide information about your rights and responsibilities as a shipper of household goods. You should talk to your mover if you have further questions. The mover will also furnish you with a pamphlet describing its procedures for handling your questions and complaints. The pamphlet will include a number you can call to obtain additional information about your move.

ESTIMATES

Although movers are not required to give estimates, most movers do provide estimates when requested. There are two types of estimates, binding and non-binding.

BINDING ESTIMATES OF TOTAL COST

The mover may charge you for providing a binding estimate which must clearly describe the shipment and all services provided.

When you receive a binding estimate, you cannot be required to pay any more than that amount. However, if you have requested the mover to provide more services than those included in the estimate, such as destination charges (i.e., long carry charges, shuttle charges, extra stair carry charges, or elevator charges) often not known at origin, the mover may demand full payment for those added services at time of delivery.

To be effective, a binding estimate must be in writing and a copy must be made available to you before your move.

If you agree to a binding estimate, you are responsible for paying the charges due by cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank) at time of delivery unless the mover agrees before you move to extend credit or to accept payment by charge card. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until the charges are paid.

NON-BINDING ESTIMATES OF APPROXIMATE COST

The mover is not permitted to charge for giving a non-binding estimate.

A non-binding estimate is not a bid or contract. It is provided by the mover to give you a general idea of the cost of the move, but it does not bind the mover to the estimated cost. Furthermore, it is not a guarantee that the final cost will not be more than the estimate. The actual cost will be in accordance with the mover's published tariffs. All movers are legally obligated to collect no more and no less than the charges shown in their tariffs regardless of prior rate quotations contained in non-binding estimates. The charges contained in the tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain differing (non-binding) estimates from different movers, you will be obligated to pay only the amount specified in the tariff. Therefore, a non-binding estimate may have no effect on the amount you will have to pay.

Non-binding estimates must be in writing and clearly describe the shipment and all services provided. Any time a mover provides such an estimate the amount of the charges estimated must be on the order for service and bill of lading relating to your shipment. If you are given a non-binding estimate, do not sign or accept the order for service or bill of lading unless the amount estimated is entered on each form when prepared by the mover.

If you are given a non-binding estimate, the mover cannot require you to pay more than the amount of the original estimate, plus 10 percent, at time of delivery. You will then have at least 30 days after delivery to pay any remaining charges.

IF YOU REQUEST THE MOVER TO PROVIDE MORE SERVICES THAN THOSE INCLUDED IN THE ESTIMATE, THE MOVER MAY DEMAND FULL PAYMENT FOR THOSE ADDED SERVICES AT TIME OF DELIVERY.

SPACE RESERVATIONS, EXPEDITED SERVICE, EXCLUSIVE USE OF A VEHICLE AND GUARANTEED PICKUP AND DELIVERY

It is customary for movers to offer price and service options. The total cost of your move may be increased if you want additional or special services. Before you agree to have your shipment moved under a bill of lading providing special service, you should have a clear understanding with the mover what the additional cost will be. You should always consider that you may find other movers who can provide the service you require without requiring that you pay the additional charges.

One service option is a **SPACE RESERVATION**. If you agree to have your shipment transported under a space reservation agreement, you are required to pay for a minimum number of cubic feet of space in the moving van regardless of how much space in the van is actually occupied by your shipment.

A second service option is **EXPEDITED SERVICE** to aid shippers who must have their shipments transported on or between specific dates which the mover could not ordinarily agree to do in its normal operations.

Another customary service option is **EXCLUSIVE USE OF A VEHICLE**. If for any reason you desire or require that your shipment be moved by itself on the mover's truck or trailer, most movers will provide such service.

Still another service option is **GUARANTEED SERVICE ON OR BETWEEN AGREED DATES**. You enter into an agreement with the mover that provides for your shipment to be picked up, transported to destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem) regardless of the expense you actually might have incurred as a result of the mover's failure to perform.

Before requesting or agreeing to any of these price and service options, be sure to ask the mover's representatives about the final costs you will be required to pay.

TRANSPORT OF SHIPMENTS ON TWO OR MORE VEHICLES

Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This may occur if the mover has underestimated the cubic feet of space required for your shipment, with the consequence that it will not all fit on the first truck. The remainder or "leave behind" will be picked up by a second truck at a later time and may arrive at the destination at a later time than the first truck. When this occurs, your transportation charges will be determined as if the entire shipment moved on one truck.

If it is important for you to avoid the inconvenience of a "leave behind," be sure that your estimate includes an accurate calculation of the cubic feet required for your shipment. Ask your estimator to use a "Table of Measurements" form in making this calculation. Consider asking for a binding estimate, which is more likely to be conservative with regard to cubic feet than non-binding estimates. If the mover offers the service, consider making a space reservation for the necessary amount of space plus some margin of error. In any case, it is prudent to "prioritize" your goods in advance of the move so that the more essential items will be loaded on the first truck if some are left behind.

ORDER FOR SERVICE

Moving companies are required to prepare an order for service on every shipment transported for an individual shipper. You are entitled to a copy of the order for service when it is prepared.

The order for service is not a contract. Should your move be canceled or delayed or if you decide not to use the mover, you should promptly cancel the order.

Should there be any change in the dates on which you and the mover agreed that your shipment will be picked up and delivered, or any change in the non-binding estimate, the mover may prepare a written change to the order for service. The written change should be attached to the order for service. You and the mover must sign the order for service.

BILL OF LADING

The bill of lading is the contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports. The information on the bill of lading is required to be the same information shown on the order for service. The driver who loads your shipment must give you a copy of the bill of lading before loading your furniture.

IT IS YOUR RESPONSIBILITY TO READ THE BILL OF LADING BEFORE YOU ACCEPT IT.

The bill of lading requires the mover to provide the service you have requested, and you must pay the charges for the service.

THE BILL OF LADING IS AN IMPORTANT DOCUMENT. DO NOT LOSE OR MISPLACE YOUR COPY. Have it available until your shipment is delivered, all charges are paid and all claims, if any, are settled.

INVENTORY

At the time the mover's driver loads your shipment, he or she, although not required to do so, usually inventories your shipment listing any damage or unusual wear. The purpose is to make a record of the condition of each item. If the driver does not make an inventory, you should make one yourself.

After completing the inventory, the driver will usually sign each page and ask you to sign each page. It is important before signing that you make sure that the inventory lists every item in your shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made.

The driver will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the bill of lading. It is your receipt for the goods.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the driver and request that a record of the damage be made on the driver's copy of the inventory.

After the complete shipment is unloaded, the driver will request that you sign the driver's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper notations have been entered regarding any missing or damaged items. When you sign the inventory, you are giving the driver a receipt for your goods.

SHIPMENTS SUBJECT TO MINIMUM WEIGHT OR VOLUME CHARGES

Movers usually have a minimum weight or volume charge for transporting a shipment. Usually the minimum is the charge for transporting a shipment of at least 1,000 pounds (454 kilograms).

If your shipment appears to weigh less than the mover's minimum weight, the mover is required to advise you on the order for service of the minimum cost before agreeing to transport the shipment. Should the mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, the final charges must be based on the actual weight instead of the minimum weight.

DETERMINING THE WEIGHT OF YOUR SHIPMENT

If charges are to be based upon the weight of the shipment, the mover is required to weigh the shipment. Unless your shipment weighs less than 1,000 pounds (454 kilograms) and can be weighed on a warehouse platform scale, the mover is required to determine the weight of your shipment by one of the following processes.

ORIGIN WEIGHING - If your shipment is weighed in the city or area from which you are moving, the driver is required to weigh the truck on which the shipment is to be transported before coming to your residence. This is called the **tare weight**. At the time of this first weighing the truck may already be partially loaded with one or more other shipments. This will not affect the weight of your shipment. The truck should also contain the pads, dollies, hand-trucks, ramps, and other equipment normally used in the transportation of household goods shipments.

After loading, the truck will be weighed again to obtain the loaded weight, called the **gross weight**. The net weight of your shipment is then obtained by subtracting the **tare weight** from the **gross weight**.

DESTINATION WEIGHING - The mover is also permitted to determine the weight of your shipment at the destination at the time of unloading. The fact that a shipment is weighed at the destination instead of at the origin will not affect the accuracy of the weight of your shipment.

THE MOST IMPORTANT DIFFERENCE IS THAT THE MOVER WILL NOT BE ABLE TO DETERMINE THE EXACT CHARGES ON YOUR SHIPMENT BEFORE IT IS UNLOADED.

Destination weighing is done in reverse of origin weighing. After arriving in the city or area to which you are moving, the driver will weigh the truck, with your shipment loaded on it, to obtain the gross weight before coming to your new residence to unload. After unloading your shipment, the driver will again weigh the truck to obtain the tare weight. The net weight of your shipment will then be obtained by subtracting the tare weight from the gross weight.

Each time a weighing is performed the driver is required to obtain a weight ticket showing the date and place of weighing and the weight obtained. The ticket must also have your name and shipment number entered on it, along with the identification (I.D.) numbers of the truck. The ticket must be signed by the person who performed the weighing. If both the empty (tare) and loaded (gross) weighings are performed on the same scale, the record of both weighings may be entered on one weight ticket.

At the time the mover gives you the freight bill to collect the charges, a copy of every weight ticket relating to your shipment must accompany your copy of the freight bill.

You have the right to observe every weighing. The mover is required to inform you of the specific location of each scale that will be used and to allow you a reasonable opportunity to be present. If you desire to observe either or both of the weighings, you should tell the mover at the time the order for service is prepared or, in any event, before the date of your move. This will enable the mover to contact you before the weighing to advise you of the location of the scale.

RE-WEIGHING OF SHIPMENTS

If your shipment is weighed at origin and you agree with the mover that you will pay the charges at time of delivery, the mover is required to give you written notice of the weight and charges on your shipment before commencing to unload at your destination residence. If you believe that the weight is not accurate, you have the right to request that the shipment be re-weighed before unloading.

The mover is not permitted to charge for the re-weighing. If the weight of your shipment at the time of the re-weigh is different from the weight determined at origin, the mover must re-compute the charges based on the re-weigh weight.

Before requesting a re-weigh, you may find it to your advantage to estimate the weight of your shipment using the following method:

- ! Count the number of items in your shipment. Usually there will be either 30 or 40 items listed on each page of the inventory. For example, if there are 30 items per page and your inventory consists of four complete pages and a fifth page with 15 items listed, the total number of items will be 135. **If an automobile is listed on the inventory do not include that item in the count of the total items.**
- ! Subtract the weight of any automobile included in your shipment from the total weight of the shipment. If the automobile was not weighed separately, its weight can be found on its title or license receipt.
- ! Divide the number of items in your shipment into the weight. If the average weight resulting from this exercise ranges between 35 and 45 pounds (16 and 20 kilograms) per article, it is unlikely that a re-weigh will prove beneficial to you and could result in your paying higher charges.

Experience has shown that the average shipment of household goods will weigh about 40 pounds (18 kilograms) per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average weight per item may be 45 pounds (20 kilograms) or more.

PICKING UP AND DELIVERING SHIPMENTS ON THE AGREED DATES

You and your mover must reach agreement as to when your shipment is to be picked up and delivered. It is your responsibility to determine on what date, or between what dates, you need to have the shipment picked up and on what date or between what dates, you require delivery. It is the mover's responsibility to tell you if the service can be provided on or between those dates or, if not, on what other dates the service can be provided.

In the process of reaching an agreement with a mover, it may be necessary for you to alter your moving and travel plans if no mover can provide service on the specific dates you desire. Do not agree to have your shipment picked up or delivered as soon as possible. The dates or periods of time you and the mover agree on should be definite.

Once an agreement is reached, the mover is required to enter those dates on the order for service and the bill of lading.

Once your goods are loaded, the mover is contractually bound to provide the service described in the bill of lading. The only defense for not providing the service on the dates called for is the "defense of force majeure." This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to in the bill of lading, the mover is not responsible for damages resulting from the nonperformance.

If, after an order for service is prepared, the mover is unable to make pickup or delivery on the agreed dates, the mover is required to notify you by telephone, telegram or in person. The mover must at that time tell you when your shipment can be picked up or delivered. If for any reason you are unable or unwilling to accept pickup or delivery on the dates named by the mover, you should attempt to reach agreement on an alternate date.

The establishment of a delayed pickup or delivery date does not relieve the mover from liability for damages resulting from the failure to provide service as agreed. However, when you are notified of alternate delivery dates it is your responsibility to be available to accept delivery on the dates specified. If you are not available and willing to accept delivery, the mover has the right to place your shipment in storage at your expense or hold the shipment on its truck and assess additional charges.

If after the pickup of your shipment, you request the mover to change the delivery date, most movers will agree to do so providing your request will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to consent to amended delivery dates and has the right to place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the date agreed to in the bill of lading.

If the mover fails to pick up and deliver your shipment on the dates entered on the bill of lading and you have expenses you otherwise would not have had, you may be able to recover those expenses from the mover. This is what is called an inconvenience or delay claim. Should a mover refuse to honor such a claim and you continue to believe that you are

entitled to be paid damages, you may sue the mover. **The FMCSA has no authority to order the mover to pay such claims.**

While it is hoped that your shipment will not be delayed, you should consider this possibility and find out before you agree for a mover to transport your shipment what payment you can expect if the service is delayed through the fault of the mover.

NOTIFICATION OF CHARGES

You must advise the mover at the time you make the arrangements for the move if you wish to be notified of the weight and charges. You are required to give the mover a telephone number or address at which the notification will be received.

The mover must notify you of the charges at least one 24-hour weekday prior to the delivery, unless the shipment is to be delivered the day after pickup. The 24-hour requirement does not apply when you obtain an estimate of the costs prior to the move or when the shipment is to be weighed at the destination.

RECEIPT FOR DELIVERY OF THE SHIPMENT

At the time of delivery, the mover expects you to sign a receipt for your shipment. This is usually accomplished by having you sign each page of the mover's copy of the inventory.

Movers are prohibited from having you sign a receipt which relieves the mover from all liability for loss or damage to the shipment. Do not sign any receipt which does not provide that you are signing for your shipment in apparent good condition except as noted on the shipping documents.

THE MOVER'S LIABILITY FOR LOSS AND DAMAGE

All moving companies are required to assume liability for the value of the goods which they transport. However, there are different levels of liability, and consumers should be aware of the amount of protection provided and the charges for each option.

Basically, most movers offer four different levels of liability under the terms of their tariffs and pursuant to the Surface Transportation Board's Released Rates Orders which govern the moving industry.

OPTION 1: RELEASED VALUE

This is the most economical protection option available. This no additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 per kilogram), per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents (or the kilogram weight multiplied by \$1.32). For example, if a 10-pound (4.54 kilogram) stereo component, valued at \$1,000 were lost or destroyed, the mover would be liable for no more than \$6.00. Obviously, the shipper should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

OPTION 2: DECLARED VALUE

Under this option, the valuation of your shipment is based on the total weight of the shipment times \$1.25 per pound (\$2.75 per kilogram). For example, a 4,000-pound shipment (1814.4 kilogram) would have a maximum liability value of \$5,000.00. Any loss or damage claim under this option is settled based on the depreciated value of the lost or damaged item(s) up to the maximum liability value based on the weight of the entire shipment. Under this option, if you shipped a 10-pound (4.54 kilogram) stereo component that originally cost \$1,000, the mover would be liable for up to \$1,000, based on the depreciated value of the item.

Unless you specifically agree to other arrangements, the mover is required to assume liability for the entire shipment based on this option. Also, the mover is entitled to charge you \$7.00 for each \$1,000 (or fraction thereof) of liability assumed for shipments transported under this option. In the example above, the valuation charge for a shipment valued

at \$5,000 would be \$35.00. Under this option, your shipment is protected based on its depreciated value, and the mover is entitled to charge you a fee for this extra protection.

OPTION 3: LUMP SUM VALUE

Under this option, which is similar to Option 2, if the value of your shipment exceeds \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment, you may obtain additional liability protection from the mover. You do this by declaring a specific dollar value for your shipment. The amount you declare must exceed \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment. The amount of value that you declare is subject to the same valuation charge (\$7.00 per \$1,000) as described in OPTION 2. For example, if you declare that your 4,000-pound (1814.4 kilogram) shipment is worth \$10,000 (instead of the \$5,000 under OPTION 2), the mover will charge you \$7.00 for each \$1,000 of declared value, or \$70.00, for this increased level of liability. If you ship articles that are unusually expensive, you may wish to declare this extra value. You must make this declaration in writing on the bill of lading.

OPTION 4: FULL VALUE PROTECTION

Many movers offer a fourth level of added-value protection, often referred to as "full value protection" or "full replacement value." If you elect to purchase full value protection, articles that are lost, damaged or destroyed will be either repaired, replaced with like items, or a cash settlement will be made for the current market replacement value regardless of the age of the lost or damaged item. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value when the shipment is moved under full value protection.

The cost for full value protection is approximately \$8.50 per \$1,000 of declared value; however, the minimum value declared must be equal to the weight of the shipment multiplied by \$3.50 per pound (\$7.70 per kilogram), which is further subject to a minimum declaration of \$21,000.

For example, if your shipment weighs 5,000 pounds (2,268 kilograms), the minimum declared value must be at least \$21,000. The exact cost for full value protection may vary by mover and may be further subject to various deductible levels of liability which may reduce your cost. Ask your mover for the details of its specific plan.

Under these four options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Ask your mover for a complete explanation of this limitation before you move. It is your responsibility to study this provision carefully and to make the necessary declaration.

These optional levels of liability are not insurance agreements which are governed by State insurance laws, but instead are authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation. In addition to these options, some carriers may also offer to sell, or procure for you, separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released valuation of 60 cents per pound (\$1.32 per kilogram) per article (Option 1). This is not valuation coverage governed by Federal law, but optional insurance that is regulated under State law. If you purchase this separate coverage, in the event of loss or damage which is the responsibility of the mover, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance and the cost.

If you purchase liability insurance from or through your mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.

COMPLAINTS AND INQUIRIES ABOUT THE MOVER'S SERVICE

All movers are expected to respond promptly to complaints or inquiries from their customers. Should you have a complaint or question about your move, you should first attempt to obtain a satisfactory response from the mover's local agent, the sales representative who handled the arrangements for your move, or the driver assigned to your shipment.

If for any reason you are unable to obtain a satisfactory response from one of these persons, you should then contact the mover's principal office. When you make such a call, be sure to have available your copies of all the documents relating to the move. **Particularly important is the number assigned to your shipment by the mover.**

Interstate movers are also required to offer neutral arbitration as a means of resolving consumer disputes involving loss or damage on collect on delivery (COD) shipments. Your mover is required to provide you with information regarding its arbitration program.

All interstate moving companies are required to maintain a complaint and inquiry procedure to assist their customers. At the time you make the arrangements for your move, you should ask the mover's representative for a description of the mover's procedure, the telephone number to be used to contact the carrier and whether the mover will pay for such telephone calls.

PAYMENTS

PAYMENT OF THE TRANSPORTATION CHARGES

At the time for payment of transportation charges, the mover is required to give you a freight bill identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as a freight bill; however, some movers use an entirely separate document for this purpose.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate per unit for each service, and the total charges for each service. **Do not accept or pay a freight bill which does not contain this information.**

If your shipment was transported on a collect on delivery (COD) basis, you will be expected to pay the total charges appearing on the freight bill at the time of delivery unless the mover provided a non-binding estimate of approximate cost and the total charges for the services included in the estimate exceed 110 percent of the estimated charges.

It is customary for movers to provide in their tariffs that freight charges must be paid in cash, by certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank). When this requirement exists, the mover will not accept personal checks. At the time you make arrangements for your move, you should ask the mover about the form of payment that is acceptable.

Some movers permit payment of freight charges by use of a charge card. However, do not assume that because you have a nationally recognized charge or credit card that it will be acceptable for payment. Ask the mover at the time the arrangements are made.

If you do not pay the transportation charges at the time of delivery the mover has the right under the bill of lading to refuse to deliver your goods. The mover may place them in storage at your expense until the charges are paid.

If, before payment of the transportation charges, you discover an error in the charges, you should attempt to correct the error with the driver, the mover's local agent, or by contacting the mover's main office. If an error is discovered after payment, you should write the mover (the address will be on the freight bill) explaining the error and request a refund.

Movers customarily check all shipment files and freight bills after a move has been completed to make sure the charges were accurate. If an overcharge is found, you will be notified and a refund made. If an undercharge occurred, you will be billed for the additional charges due.

PAYMENT OF THE TRANSPORTATION CHARGES ON SHIPMENTS TRANSPORTED ON TWO MORE VEHICLES

Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This frequently occurs when an automobile is included in the shipment and it is transported on a

vehicle specially designed to transport automobiles. When this occurs your transportation charges are the same as if the entire shipment moved on one truck.

If your shipment is divided for transportation on two or more trucks, the mover can require payment for each portion as it is delivered.

Movers are also permitted, but not required, to delay the collection of all the charges until the entire shipment is delivered. At the time you make the arrangements for your move, you should ask the mover about its policies in this respect.

PAYMENT OF TRANSPORTATION CHARGES ON SHIPMENTS LOST OR DESTROYED IN TRANSIT

Movers customarily make every effort to assure that while your shipment is in their possession for transportation, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from the mover to compensate for lost or destroyed articles, you are also entitled to recover the transportation charges represented by the portion of the shipment lost or destroyed.

On shipments with partial loss or destruction of goods, the transportation charges must be paid. The mover will then return proportional freight charges at the time loss and damage claims are processed. Should your entire shipment be lost or destroyed while in the mover's possession, the mover cannot require you to pay any of the charges except the amount you have paid or agreed to pay for added liability protection. The fact that you do not pay any transportation charges does not affect any right you may have to recover reimbursement for the lost or destroyed articles providing you pay the charges for added liability protection.

FILING OF CLAIMS FOR LOSS AND DAMAGE OR DELAY AND DISPUTE RESOLUTION PROGRAMS

Should your move result in loss or damage to any of your property, you have the right to file a claim with the mover to recover money for such loss or damage.

You have nine months following either the date of delivery, or the date on which the shipment should have been delivered, to file a claim. However, you should file a claim as soon as possible. If you fail to file a claim within 120 days following delivery and later bring a legal action against the mover to recover the damages, you may not be able to recover your attorney fees even though you win the court action.

While the Federal Government maintains regulations governing the processing of loss and damage claims, it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover in court. In this connection, you may obtain the name and address of the mover's agent for service of legal process in your State by contacting the FMCSA.

In addition, interstate movers are required to participate in a Dispute Resolution Program which provides that certain types of unresolved loss or damage claims must be submitted to a neutral arbitrator for resolution. You may find submitting your claim to arbitration under such a program to be a less expensive and more convenient way to seek recovery of your claim. Movers are required to advise all COD shippers of the existence and details of the arbitration program before they accept a shipment to be transported. If the mover does not provide you with information about a dispute resolution program before you move, ask the mover for the details of the program.

CONCLUSION

Should you have any questions about your move which are not answered in this pamphlet, do not hesitate to ask the mover's representative who handled the arrangements for your move, the driver who transports your shipment, or the mover's main office for additional information.

For further advice or assistance, contact the **Federal Motor Carrier Safety Administration:**

**LICENSING & INSURANCE DIVISION (HIA-30)
OFFICE OF MOTOR CARRIER INFORMATION ANALYSIS
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

GLOSSARY OF MOVING TERMINOLOGY

ACCESSORIAL (ADDITIONAL) SERVICES - services such as packing, appliance servicing, unpacking, or piano stair carries that you request to be performed (or are necessary because of landlord requirements or other special circumstances). Charges for these services are in addition to the transportation charges.

ADVANCED CHARGES - charges for services not performed by the mover but instead by a professional, craftsman or other third party at your request. The charges for these services are paid for by the mover and added to your bill of lading charges.

AGENT - a local moving company authorized to act on behalf of a larger, national company.

APPLIANCE SERVICE - preparation of major electrical appliances to make them safe for shipment.

BILL OF LADING - the receipt for your goods and the contract for their transportation. It is your responsibility to understand the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied that it is correct. The bill of lading is an important document. Don't lose or misplace your copy.

BINDING/NON-BINDING ESTIMATE - a binding estimate is an agreement made in advance with the mover that guarantees the total cost of the move based on the quantities and services shown on the estimate. A non-binding estimate is the carrier's approximation of the cost based on the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on the carrier and the final charges will be based on the actual weight and tariff provisions in effect.

CARRIER - the mover providing transportation of your household goods.

C.O.D. - transportation for an individual shipper for which payment is required at the time of delivery at the destination residence (or warehouse).

EXPEDITED SERVICE - an agreement with the mover to perform transportation by a set date in exchange for charges based on a higher minimum weight.

FLIGHT CHARGE - an extra charge for carrying items up or down flights of stairs.

GUARANTEED PICKUP AND DELIVERY SERVICE - an additional level of service whereby dates of service are guaranteed, with the mover proving reimbursement for delays. This premium service is often subject to minimum weight requirements.

HIGH VALUE ARTICLE - items included in a shipment that are valued at more than \$100 per pound.

INVENTORY - the detailed descriptive list of your household goods showing the number and condition of each item.

LINEHAUL CHARGES - charges for the vehicle transportation portion of your move. These charges apply in addition to the additional service charges.

LONG CARRY - an added charge for carrying articles excessive distances between the mover's vehicle and your residence.

ORDER FOR SERVICE - the document authorizing the mover to transport your household goods.

ORDER (BILL OF LADING) NUMBER - the number used to identify and track your shipment.

PEAK SEASON RATES - higher linehaul charges that are applicable during the summer months.

PICKUP AND DELIVERY CHARGES - separate transportation charges applicable for transporting your shipment between the SIT warehouse and your residence.

SHUTTLE SERVICE - use of a smaller vehicle to provide service to residences that are not accessible to the mover's normal, larger linehaul equipment.

STORAGE-IN-TRANSIT (SIT) - temporary warehouse storage of your shipment pending further transportation, for example, if your new home isn't quite ready to occupy. You must specifically request SIT service, which may not exceed a total of 90 days of storage, and you will be responsible for the added charges for SIT service, as well as the warehouse handling and final delivery charges.

TARIFF - the mover's required, published price list of rules, regulations, rates and charges for the performance of interstate moving services.

VALUATION - the degree of "worth" of the shipment. The valuation charge compensates the mover for assuming a greater degree of liability than that provided for in the base transportation charges.

WAREHOUSE HANDLING - an additional charge applicable each time SIT service is provided. This charge compensates the mover for the physical placement and removal of items within the warehouse.

POINTS TO REMEMBER

- ! Movers may give binding estimates.
- ! Non-binding estimates may not be accurate; actual charges may often exceed the estimate.
- ! Specify pickup and delivery dates in the **order for service**.
- ! The **Bill of Lading** is your contract with the mover... **READ IT CAREFULLY...** If you have any questions ask your mover.
- ! Be sure that you understand the extent of your mover's liability for loss and damage.
- ! You have the right to be present each time your shipment is weighed.
- ! You may request a reweigh of your shipment.
- ! If you have moved on a non-binding estimate, you should have enough cash or a certified check to pay the estimated cost of your move plus 10 percent more at time of delivery.
- ! Unresolved claims for loss or damage may be submitted to arbitration; ask your mover for details.

ARE YOU MOVING YOUR HOUSEHOLD GOODS?

If you are moving from one state to another state (interstate), do yourself a favor and learn as much as you can about YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE, which is the title of a booklet all household goods carriers can provide to potential customers. So many folks have said, “If only I had read it, I would have been better prepared.” Moving companies which transport household goods in interstate commerce are regulated by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation. If you have questions regarding a move within one state (intrastate), contact your State public utilities or public service commission.

In addition to information in the YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE booklet, here are the most asked questions (and answers) regarding the moving of household goods in interstate transportation.

1. ARE INTERSTATE MOVERS REQUIRED TO MAINTAIN PUBLISHED RATES OR TARIFFS?

Interstate movers have a statutory obligation to maintain rates and related rules and practices in a published tariff. A tariff is a publication which contains the mover’s rules and rates and has the effect of law. The tariff must be available for inspection by shippers upon reasonable request. A mover which maintains a tariff under this subsection may not enforce the provisions of the tariff unless it has given notice that the tariff is available for inspection in its bill of lading or by other actual notice to individuals whose shipments are subject to the tariff.

2. WHO ARE LEGITIMATE MOVERS?

An interstate mover **must** show in its advertisement (like in the Yellow Pages) the “MC” number of the authority actually used to perform the move. In the case of agents, the “MC” number of their principal carriers must be shown. If the agent, itself, has interstate authority, that agent’s “MC” number must be shown. The shipper should always ask, “Under whose authority is the move going to be transported?” If the advertisement does not show an “MC” number, ask the mover for it. “MC” numbers contain three to six figures. Be aware of the difference between an ad and a listing. The listing of a mover’s name, address and telephone number in a telephone directory or similar publication is not considered an ad.

3. ARE MOVERS HELD TO THE ESTIMATES THAT THEY GIVE?

It depends on whether it is a nonbinding estimate or a binding estimate. A mover is not required to provide an estimate to a shipper. If a shipper requests an estimate, the mover may provide a binding or nonbinding estimate and must clearly state on the estimate whether it is nonbinding or binding.

4. WHAT IS A NONBINDING ESTIMATE, BINDING ESTIMATE, “GUARANTEED NOT TO EXCEED” ESTIMATE? WHAT IS A 110% PROVISION-NONBINDING ESTIMATE?

A nonbinding estimate is only an approximate cost—it is NOT binding. Since a nonbinding estimate must be reasonably accurate and provide the shipper with a general idea of the cost of packing and moving the goods, a mover should physically review the household goods to be transported. The nonbinding estimate must be in writing. Final charges are based on the actual weight of the shipment and the mover’s other charges for services rendered in accordance with the mover’s published tariff. If the final charges exceed the nonbinding estimate amount, the mover must deliver the household goods upon payment of the estimated amount plus 10% of that amount (“110% rule”). The mover must then defer the balance due on the charges for 30 days. The “110% rule” does not apply on shipments delivered to a warehouse (storage). Also, the mover may collect charges for unexpected services at destination (see below). If you are given a verbal rate quote, you do not have an estimate and will not have the protection of the “110% rule.”

Some movers offer a set price binding estimate. This means that you will pay the set price of the binding estimate even if your shipment weighs less than the estimated amount. Other movers will weigh your shipment and if the weight based rate would be less costly than the set price, you will be charged the lower cost. This option is not always automatic. Some movers will only apply the lower of the two rates if you request that they do so, and may even require that the request be in writing and signed by you and the mover.

Binding estimates only cover the goods and service listed on the estimate. If you add items or request additional services, the mover may void the estimate or revise it. Ask your mover how he will recompute your charges if the estimate is voided or revised. Some movers will re-estimate while others will add charges to the original binding estimate. The mover may use estimated or actual weight in recomputing the charges, depending on the terms of the binding estimate tariff item.

Be sure to ask the mover if there are any exclusions in its tariff relative to binding estimates. For example, some movers exclude some or all storage in transit and related charges from binding estimates. Other movers may recompute the charges if you change the place of delivery to a point beyond a certain number of miles from the original destination. Most movers do not provide binding estimates on containerized shipments. Be sure to ask if the binding estimate excludes you from taking advantage of any other option that the mover offers such as a binding percentage discount from the mover’s transportation rate. You may be able to reduce your charges by being eligible for more than one of the mover’s options.

By tariff provision, a binding estimate may be voided by the mover if the transportation does not commence within a specified period of time, usually 60 or 90 days from the date the estimate is signed. Also, the mover may withdraw the binding estimate prior to the loading of the shipment if the shipper adds items to the shipment after the binding estimate is prepared. After the shipment is loaded on the van, the mover cannot increase the binding estimate amount or withdraw the binding estimate because of rate increases or its miscalculation of the estimated weight of the shipment. However, if there are unexpected services at destination such as:

- long carry for extra footage beyond established allowable footage between the moving van and the residence
 - storage
 - extra stair carry
 - elevator
 - shuttle (when a large van cannot maneuver a street, road or hill, and the shipment must be placed in a smaller van in order to deliver it; this is the driver's decision as to whether he/she cannot maneuver and a shuttle truck has to be used; normally, a mover will take the driver's recommendations in case of a dispute),
- the mover may charge and collect for these services at time of delivery.

Movers may use other terms to designate a binding estimate, but the term "binding estimate" must be clearly stated on the form. A binding estimate cannot be based on the actual weight of the shipment because the actual weight of the shipment is not known until after the household goods are packed, loaded on the van, and driven to a scale for weighing. Therefore, a specified rate per pound, i.e., \$50 per 100 pounds, does not constitute a binding estimate.

A binding estimate must be in writing AND must clearly indicate on the form that it is a binding estimate. Total transportation charges are expected at time of delivery.

Be familiar with the difference between a binding estimate and a "guaranteed not to exceed" estimate, which is a hybrid binding estimate. With a "guaranteed not to exceed" estimate, you have the advantage of paying a price based on the lower weight. In a true binding estimate, the shipment is not weighed; constructive weight is used. In a "guaranteed not to exceed" situation, the shipment is given a constructive weight and then actually weighed. The transportation charges are then determined on the lower of the two weights. Since it is not a true nonbinding estimate, the 110% provision does not apply, and total transportation charges are expected to be paid at time of delivery.

5. WHAT INFORMATION AND PAPERWORK IS THE MOVER REQUIRED TO GIVE ME?

At the time of the estimate and/or prior to the execution of the Order for Service:

- a copy of its written nonbinding or binding estimate
- a copy of its latest performance report if it transported over 100 individual type shipments
- dispute settlement/arbitration program information
- telephone number of the mover for inquiries and complaints

At the time when the Order for Service has been executed:

- a copy of the Order for Service after it has been signed and dated by you and the mover

At loading time at origin:

- a copy of the Bill of Lading/Freight Bill and Inventory

At delivery time at destination:

- a copy of the Bill of Lading/Freight Bill and Scale Weight Tickets when the freight bill has been paid

6. WHAT GOOD DOES AN ORDER FOR SERVICE DO? WHY IS IT REQUIRED?

A mover must prepare and give you an Order for Service. It helps protect the shipper and the carrier from any misunderstandings. Prior to loading, an Order for Service can be amended by agreement by both parties. Also, it is not unusual to see the Estimate and Order for Service on the same piece of paper. The Order for Service must contain the following 10 items of information:

1. Mover's name, address and the "MC" number of mover responsible for performing the move.
2. Shipper's name, address, (telephone number).
3. Delivering agent's name, address, and telephone number, or agent located closest to destination.
4. Telephone number where the shipper can contact the mover.
5. Agreed Pickup and Delivery Date or Spread of Dates. If Guaranteed Service, the guaranteed date(s) and any penalty or per diem requirements.
6. Complete description of any special services.
7. Any identification or registration number assigned the shipment.
8. Amount of nonbinding charge, maximum amount required to obtain the shipment at destination or maximum amount of binding estimate, terms of payment.
9. Whether the shipper requested notification of charges prior to delivery and the shipper's telephone number.
10. Signatures required for the shipper and mover/agent; the Order for Service must be given to the shipper when it is executed (signed and dated) by both parties.

Even if you call the carrier for a verbal rate quote and decide on using that mover from your phone call, the mover is still required to give you an Order for Service. In these days of fax machines, there is no reason that the mover cannot fax you a copy of the Order for Service so that you can check it for the 10 required items of information, including the mover's signature. Sign it yourself and fax it back to the mover. This protects both you and the mover. The mover should also send you a copy of Your Rights and Responsibilities When You Move by regular mail or direct you to a location where you may obtain a copy. If the mover is hesitant to fax you a

copy of the Order for Service or give you a booklet, it may not be knowledgeable of required interstate consumer regulations.

7. WHAT IF THE MOVER DOES NOT PICK UP OR DELIVER MY GOODS ACCORDING TO THE SPREAD DATES ON THE ORDER FOR SERVICE/BILL OF LADING?

Movers are required to meet “reasonable dispatch” requirements. Reasonable dispatch means the performance of transportation on the dates or during the period of time agreed upon by the carrier and the shipper and shown on the Order for Service/Bill of Lading, unless the shipment is moving under “guaranteed service.”

If the dates are not met, a shipper may file an inconvenience or delay claim with the mover with receipts, listing lodging and food expenses, for all the days past the last day of the pickup and/or delivery spread dates. The claim must be filed within nine (9) months of the date of delivery. If the mover disallows any part of the claim, the shipper must pursue a civil action within two (2) years from the date the disallowance of the claim was made.

Transportation performed under a “guaranteed service” as provided in the mover’s tariffs is not subject to claims under violations of reasonable dispatch. Under guaranteed service, the mover must have in its tariff rates for the transportation of household goods which guarantee that it will pick up and deliver such household goods at the times specified in the contract for such services and provide a penalty or per diem payment in the event it fails to pick up or deliver at the specified time. The charges, if any, for such guarantee and penalty provision may vary to reflect one or more options available to meet a particular shipper’s need. A shipper’s claim for failing to meet the guarantee pledge must be filed according to the time period in the mover’s tariff. See further discussion in following question.

8. WHAT ARE SOME OF THE SERVICES OFFERED THAT I SHOULD UNDERSTAND? (GUARANTEED SERVICE, ON-TIME PLEDGES FOR DELAY, RELEASED VALUATION, FULL OR REPLACEMENT VALUE PROTECTION.)

Guaranteed Service - Movers may offer guaranteed service and charge an additional amount for such service. Under a guaranteed service option, the mover contracts to pay a certain amount of money for each day it delays in picking up or delivering the shipment. The mover must enter the amount of this penalty or per diem on your order for service and bill of lading.

Most movers require that a claim for the per diem amount be filed within 30 days after delivery.

There may be other conditions that the mover imposes on guaranteed service. For example, some movers will only guarantee service on shipments of a certain weight transported during specific months. Others may limit the guarantee to shipments picked up or delivered to particular places. The guarantee may not apply to lost items or to smaller portions of shipments moved on more than one truck. The mover may agree that the penalty or per diem is all you can collect for delay or it may state that the penalty is in addition to any additional delay claim that may be paid. Most movers will not assume

liability for delays due to conditions beyond their control. Be sure to ask your mover if there is a charge for guaranteed service and what conditions or limitations the mover applies to such service.

Full or Replacement Value Protection - Movers may offer full or replacement value options. These plans generally require you to declare a minimum valuation on your shipment. Some require a minimum value of \$3.50 multiplied by the shipment weight. Others have a minimum such as \$5,000 or \$3.50 multiplied by the shipment weight, whichever is greater. These plans cost about 90 cents per \$100 of valuation. A 4,000 pound shipment would be valued at \$14,000 (4,000 pounds x \$3.50), and the valuation charge would be \$126 (90 cents x \$14,000 ÷ \$100). Most plans offer a lower rate if you will accept a deductible ranging from \$250 to \$500.

Full or replacement value does not mean that the mover will automatically replace an item. If a damaged item can be repaired, the mover usually reserves the right to make or pay for the repairs. Most replacement value plans cover only inventoried items that are lost or not delivered. You must note that the item is missing on the driver's copy of the inventory at the time of delivery. In addition, you must file a properly documented claim and the mover's investigation must establish its liability. If you meet all of these requirements, some plans will replace the item or reimburse you for its loss even if you choose a deductible option.

Replacement value plans do not apply a depreciation factor in computing the amount of your loss. Standard plans do apply depreciation.

Only you can decide which plan is best suited to your needs. Be sure you understand what kind and amount of valuation you are purchasing and any limitations or exclusions that the plan contains.

9. WHAT PITFALLS SHOULD I LOOK OUT FOR REGARDING CHOOSING INSURANCE? IS IT TRUE "INSURANCE" OR NOT?

What you are probably getting is released value protection which is the mover's liability for loss or damage to goods caused by them as limited by tariff provisions known as "released rates." Under a released rate tariff, the shipper releases the goods to the mover at an agreed value in case of loss and damage. Look for deductibles and check the mover's tariff.

*OPTIONS FOR SHIPPERS REGARDING MOVER'S LIABILITY
FOR LOSS/DAMAGE ON SHIPMENTS THAT DO NOT CONTAIN
ITEMS OF "EXTRAORDINARY" VALUE*

A.* Release the shipment to 60 cents per pound per article and pay no additional amount. (This is not insurance.)

Note: Depreciation applies.

For this option, you must--in your own handwriting--on the appropriate Bill of Lading section write 60 cents per lb. per article, and sign it.

The "extraordinary value" option does not apply.

B.*+ Release the shipment to \$1.25 times the weight of the shipment in pounds. (This is not insurance.)

Note: Depreciation applies.

If you do not release your shipment as described above or under any other option, your shipment will automatically be released at this amount. You will be charged 70 cents per \$100 or \$7.00 for each \$1,000 of declared value.

C.*+ Release to any lump sum in excess of \$1.25 per lb. times the weight of the shipment if your shipment's value exceeds this amount. (This is not insurance.)

Note: Depreciation applies.

You will pay 70 cents per \$100 or \$7.00 for each \$1,000 of the released or declared value.

D.+ Release the shipment at full value protection. (This is not insurance.)

Generally, if the shipper desires full value protection without depreciation being applied in determining the replacement cost of the lost or damaged article, the shipper must declare a minimum lump sum value of \$21,000 or \$3.50 for each pound of weight in the shipment, whichever is greater. The shipper would pay 85 cents per \$100 of declared value. These figures vary from carrier to carrier, and full value protection plans may include deductibles. The shipper would be reimbursed in full, in the case of loss or damage, limited only to the total lump sum value declared based on the replacement cost of the lost or damaged article with no depreciation being considered in determining the replacement cost.

Note: In the case of damaged items, it is still the carrier's choice as to repair or replacement.

E.* Purchase actual liability insurance from or through the carrier.

Note: This is the only option that issues an insurance policy or certificate. It is true insurance.

The shipper writes 60 cents per pound per article and signs the appropriate Bill of Lading portion and receives an insurance policy or notice from the carrier.

* Please read more about these options described in "The Mover's Liability for Loss and Damage" in Your Rights and Responsibilities When You Move.

+ The limitation of liability on items of "extraordinary value" applies. You should discuss the procedures and the carrier's requirements for the movement of items of extraordinary value.

10. IF I HAVE LOSS AND DAMAGE, HOW MUCH TIME DO I HAVE TO FILE A CLAIM? DO I NEED TO WAIT FOR THE MOVER TO SEND ME A CLAIM FORM?

You have nine (9) months from the date of delivery to file a claim, but a claim should be filed as soon as possible. You do not have to wait for a claim form if the mover has not sent one to you. If you wait to file beyond the nine months' time period, the claim is considered untimely by the courts. A claim in writing by letter to the mover is acceptable as long as it meets the following minimum requirements:

- claim is filed within the time limits specified in the Bill of Lading (no less than nine months);
- claim has facts sufficient to identify the shipment and items which are the subject of the claim, i.e. shipment or Bill of Lading number, inventory number and description;

- claim asserts that the mover is liable for alleged loss, damage, injury or delay (“You lost/damaged my . . . , and I expect you to repair/replace it.”); and
- claim declares a specified or determinable amount of money for lost/damaged item(s) (My [item] is worth \$____.”)

Be sure to send the claim form or letter with claim information directly to the mover at its main office-- do not send the claim to the mover’s local agent. The claim should be sent RETURN RECEIPT REQUESTED.

Carriers must acknowledge receipt of a claim in writing within 30 days of receipt of the claim.

Carriers are allowed 120 days from the date a claim is filed to process it to conclusion. Otherwise, the carrier must give the claimant a written status report every 60 days after the end of the 120-day period.

The Federal Motor Carrier Safety Administration has no authority to adjudicate claims. If a claimant is not satisfied with the settlement offered by a carrier, the claimant must seek recourse through the courts or through arbitration. A household goods carrier must offer arbitration as a means of settling disputes on loss and damage claims.

If a claimant chooses to bring a law suit against the carrier, the suit must be brought within two (2) years of the date the carrier gave first written notice of the disallowance of any part of the claim.

As an alternative to civil action, since January 1, 1996, all household goods carriers have been required to belong to a dispute settlement program which arbitrates loss and damage claim matters. Many household goods carriers participate in The American Moving and Storage Association (AMSA) arbitration program. To qualify for the arbitration program, a claimant must send a letter of notification to the AMSA at 1611 Duke Street, Alexandria, Virginia 22314-3482, within 60 days after a final offer or denial of a claim. For shipments delivered after January 1, 1996, “the carrier must not require the shipper to agree to utilize arbitration prior to the time that a dispute arises. If the dispute involves a claim for \$5,000 or less and the shipper requests arbitration, such arbitration shall be binding on the parties. If the dispute involves a claim for more than \$5,000 and the shipper requests arbitration, such arbitration shall be binding on the parties only if the carrier agrees to arbitration.” 49 U.S. Code § 14708.

11. IF I DO MY OWN PACKING, IS THE MOVER STILL RESPONSIBLE IF SOMETHING IS BROKEN? DO THEY HAVE THE RIGHT TO REPACK?

YES, a carrier is liable for any loss or damage caused during transit unless the sole cause for the loss/damage was due to:

- an act of God;
- an act or omission of the shipper;
- an act of the public enemy;
- an act of the public authority; and
- inherent vice.

Improper packing falls under “an act or omission” of the shipper. Since the sole cause for the damage must be the act of the shipper, any contributory damage by the carrier would void the common law defense, and the carrier would be responsible. Further, if the carrier relies on this defense, the burden is on it to prove what the defect in the [packaging] [carton] was.

Additionally, if the mover had the opportunity to determine at origin that the goods were improperly packed but accepted them for transportation in that condition, it cannot rely on the common law defense since it was the carrier’s duty to refuse improperly packed goods.

YES, the mover usually has a tariff provision that allows it to repack cartons it feels are improperly packed, or if the carton(s) will cause harm to the rest of the shipment(s).

12. HOW LONG DO I HAVE TO FILE A GUARANTEED PLEDGE DELAY CLAIM?

You must file these special inconvenience claims for pickup and/or delivery delays according to the time period in the mover’s tariff. (Tariff example: “*Claim must be received in writing within 30 days from delivery.*”) The 9-month filing time provision does not apply to this particular type of inconvenience claim.

Failure of a mover to meet the “guaranteed service” pickup and delivery dates will not be considered a violation of the “reasonable dispatch” regulation. (Reasonable dispatch means the performance of transportation, excluding transportation provided under tariff provisions requiring guaranteed service dates on the dates or during the period of time agreed upon by the mover and shipper and shown on the Order for Service and Bill of Lading.)

13. WHAT PITFALLS SHOULD I LOOK OUT FOR REGARDING MY PICKUP AND DELIVERY DATES?

Make sure the mover gives you a date or spread of dates on your Order for Service and Bill of Lading. Do not allow the information regarding these pickup or delivery date(s) or spread dates to remain blank on the Order for Service or Bill of Lading forms as this may delay your shipment. Make sure your Order for Service dates are transferred to your Bill of Lading unless you have made arrangements for another date or spread of days. If you see language showing a period of time, such as “in a few weeks after pickup,” have it translated into specific calendar dates. Make sure these dates are on your Bill of Lading.

At Pickup:

- Be sure you receive a Bill of Lading/receipt showing the name of the mover responsible for the move, along with the mover’s address, telephone number, and “MC” number.
- Be sure that all spread dates, destination address and contact telephone numbers are correct.
- **YOU ARE RESPONSIBLE** to accept pickup from the first date to the last date on your pickup spread of dates. If the mover comes before the agreed pickup date or pickup spread of dates, storage is at the mover’s convenience, and you should not be assessed charges for storage.

- If you cannot be present or stay while your goods are being picked up, have a responsible person act on your behalf. Do not leave because you have made the transportation arrangements. *No one is as completely concerned about your property as you are.*

At Delivery:

- YOU ARE RESPONSIBLE to accept delivery of your goods from the first date to the last date of the delivery spread dates.
- Do not hold to any specific date the driver says. Do not depend on any specific date the driver gives you for delivery--it is not binding. Only the date or spread of dates on the Order for Service and Bill of Lading are binding. This means that if your spread dates are May 1-7, and the driver says he/she will deliver your goods on May 6, do not depend on that statement. It is your responsibility to be there from May 1 through May 7 to accept delivery. Delivery time should be established in the mover's tariff. It usually means normal business hours. However, the driver may arrive early in the morning or after dark.
- Someone must be at your destination residence from the first day of the delivery spread dates to the last day of the delivery spread to accept your goods. The driver should wait up to two (2) hours at the destination address if no one is there when he arrives. If no one is there to accept the shipment after the expiration of the two hours, the goods will be put into local storage or taken back to another facility. Some drivers, however, just try to call your contact number. If they are unable to reach you, they will put your things into storage. You do not want this to happen as it will usually double your transportation bill (transportation charges + storage charges + in and out of storage charges).

14. WHAT SHOULD I LOOK OUT FOR REGARDING THE LOADING OF MY FURNITURE?

- Make certain you are there (or a responsible person you delegate) to oversee the loading of your furniture. DON'T LEAVE.
- Look at the mover's description of your furniture on the inventory (initials for chipped, marred, etc.). If you do not agree with the mover's description, you should make certain the items' conditions are listed on both the driver's and your copy of the inventory--more importantly on the driver's copy.
- Make certain all the furniture and cartons/boxes you are taking are listed.
- Make certain you have your copy of the Inventory, Bill of Lading, Order for Service, Estimate, household booklet, numbers to call, etc. Do not have these documents packed with your shipment.

15. WHAT SHOULD I BE AWARE OF REGARDING THE WEIGHING OF MY SHIPMENT? WHAT SHOULD I BE AWARE OF REGARDING WEIGHT BUMPING?

Weighing

- If you are not watching the weighing of your shipment, be sure that when your shipment is picked up, there is a TARE weight listed on your and the driver's copy of the Bill of Lading. The TARE weight is the weight of the vehicle without your household goods loaded. After loading of your goods, the driver returns to the scale and obtains a GROSS weight. The difference between the TARE weight and the GROSS weight is the weight of your shipment.
- If you are watching both weigh ins:

Driver and helper must be OFF the truck when weighed; and

Fuel tanks must be FULL or SAME LEVEL for both weights.

- You DO have the right to watch your shipment weighed and to ask for a reweigh before the shipment is unloaded at destination. You are not charged for a reweigh; HOWEVER, the reweigh weight will be the one that counts for the final charges, NOT the lower of the two weights. The reverse weighing procedure occurs at destination: first the GROSS weight is obtained; the shipment is unloaded; then the TARE weight of the vehicle (minus your shipment) is obtained; the difference between the two weights is the weight of your shipment.

Weight Bumping

Weight bumping is the falsification of shipment weights to make a shipment appear to weigh more than it does. The use of binding estimates has helped to eliminate the practice. The statutory penalty for weight bumping is at least a \$1,000 but not more than a \$10,000 fine, not more than 2 years imprisonment, or both.

The most common way that weights are bumped are:

- improperly adjusting the weight or weight tickets (a false light, TARE, weight produces a higher GROSS weight).
- weighing the truck for a TARE weight with the fuel tanks nearly empty, and then weighing the truck with full fuel tanks for the GROSS weight.
- weighing the truck for a TARE weight without loading equipment, i.e., hand trucks, handcars, etc.), and then weighing the truck with the loading equipment on the vehicle for the GROSS weight.
- loading numerous heavy items (bricks, steel plates, etc.) for a heavier GROSS weight.

16. WHAT SHOULD I BE AWARE OF REGARDING THE DELIVERY OF MY FURNITURE?

Payment of Charges

It is not unusual for the driver to ask for, or expect, payment of transportation charges before the truck is unloaded, or before the van doors are opened. This is allowed. Payment is usually required to be by certified check, cash, or money order unless prior credit card arrangements were made and approved by the mover.

Whenever a shipment is delivered on more than one truck, it is the mover's option as to whether the driver will collect charges for each portion of the shipment delivered, or wait until all portions have been delivered. In the event charges are collected for each portion, however, the total charges assessed by the mover must not exceed the charges due for the entire shipment, in other words, the same transportation rate must be used on all portions.

Clear Receipt

It is the driver's responsibility to list the condition of your shipment on the inventory at origin. It is your responsibility to list the condition of your shipment at destination. If there are items missing, or damaged, you must try to make an indication on the driver's and your copy of the inventory. You will not be able to open every box. Just put an "X" on the boxes (at origin) that contain breakables so that at destination you can note the condition of the boxes.

The shipper must establish a *prima facie* case of carrier liability. Although a mover is liable for any loss or damage caused during transit, the courts have held that it is the burden of the claimant to establish a *prima facie* case of carrier liability. The normal method of establishing a case of carrier liability is by taking proper exceptions of loss and/or damage on the freight bill. Since the Bill of Lading as a receipt is rebuttable, the claimant can attempt to overcome the clear receipt by other clear and convincing evidence.

17. WHO CAN I CALL IF I AM HAVING A PROBLEM (OR JUST NEED A QUESTION ANSWERED) REGARDING MY TRANSACTIONS WITH THE INTERSTATE MOVER?

All moving companies are required to provide a written description of their customer complaint and inquiry handling procedures and a telephone number which the shipper may use to communicate with the mover with a clear and concise statement covering who shall pay for such calls. The telephone number should be with the informational material provided to you by the mover, as well as on the Order for Service and the Bill of Lading.

Although the Federal Motor Carrier Safety Administration attempts to assist complainants, it does not have the statutory jurisdiction to adjudicate complaints to a final resolution. As a result, a shipper may be in a better position to protect his/her interests by pursuing private legal action.

Under Section 14704 of Title 49, U.S. Code, a person is authorized to pursue private legal action to enforce an order of the Secretary or the Surface Transportation Board (of the U.S. Department of Transportation) and to recover damages caused by a carrier or broker operating in violation of federal law. It also makes a carrier liable to a person for rates charged in excess of those contained in a tariff, and it establishes procedures for pursuing these remedies.

Under Section 14707 of Title 49, U.S. Code, a person injured by an unregistered and/or uninsured carrier or broker is authorized to file a civil action to enforce the registration and insurance provisions. That statute also provides for the recovery of attorney's fees and court costs.